

9-363A020

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December 29, 1989

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BY HAND

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed two originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Security Agreement, dated as of December 29, 1989.

The names and addresses of the parties to the document are as follows:

Debtor: SouthRail Corporation
111 East Capitol Street
Jackson, Mississippi 39201

Secured Parties: Deposit Guaranty National Bank,
210 East Capitol Street
Jackson, Mississippi 39201,
as Collateral Agent for
The First National Bank of Boston,
Deposit Guaranty National Bank,
Bank of America National Trust and Savings Association,
National Westminster Bank USA,
Hibernia National Bank.

16695
RECORDATION NO. FILED 1425

DEC 29 1989 - 12 20 PM
INTERSTATE COMMERCE COMMISSION

Handwritten signature and initials

Ms. Noreta R. McGee

-2-

December 29, 1989

A description of the equipment covered by the document follows:

A continuing security interest in certain assets of SouthRail Corporation, including rolling stock that is described in Attachment A hereto.

A fee of \$15.00 is enclosed, pursuant to 49 C.F.R. Section 1002.2(f)(84). Please return an original attached to this letter, evidencing recordation to:

Christopher E. Hagerup, Esq.
Weiner, McCaffrey, Brodsky & Kaplan, P.C.
1350 New York Avenue, N.W., Suite 800
Washington, D.C. 20005

A short summary to appear in the index follows:

12/29/1989 Security Agreement, covering all rolling stock and other assets of SouthRail Corporation, as listed in Schedules II, III and IV of the Security Agreement.

Very truly yours,



Christopher E. Hagerup

Enclosures

CEH/scs/7170/4546X

Interstate Commerce Commission
Washington, D.C. 20423

12/29/89

OFFICE OF THE SECRETARY

Christopher E. Hagerup
Weiner, McCaffrey, Brodsky & Kaplan
1350 New York Avenue N.W.
Washington, D.C. 20005-4797

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/29/89 at 12:20pm and assigned recordation number(s). 16695

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

Leased by SouthRail Corporation

<u>No.</u>	<u>DESCRIPTION</u>	<u>LESSOR</u>	<u>UNIT DESIGNATION</u>
80	60' box cars	Itel/Pullman	GMSR 40401-40540
32	XM boxes	Itel/Pullman	GMSR 49501-49569
30	Gondolas	Trans. Corp. of America	GMSR 64209-64268
100	Open Top Hoppers	Itel/Pullman	GMSR 63018-68582
10	Open Top Hoppers	LEFC Leasing	GMSR 1305-1393
207	Chip Hoppers	Southern Leasing	GMSR 4804-5688
			GMSR 500011-502961
25	Flats	CIT Leasing	GMSR 945007-945087
			GMSR 995021-995097
20	Insulated Boxes	Itel/Pullman	GMSR 20000-20095
60	Open Top Hoppers	Itel/Pullman	GMSR 167
			GMSR 5998-7677
			GMSR 20020, 20030, 20059, 20076
			GMSR 20080
60	Chip Hoppers	IC Railroad	GMSR 82551-82795
62	Woodracks	IC Railroad	GMSR 3779-4800
			GMSR 63321-63677
50	Woodracks	Itel/Pullman	GMSR 800-838
			GMSR 197601-197629

736

<u>LOCOMOTIVES</u>	<u>LESSOR</u>	<u>DESIGNATION</u>
1052	MSRC	GP 10
1058	MSRC	GP 10
1067	MSRC	GP 10
1069	MSRC	GP 10
8025	MSRC	GP 10
7001-7015(15)	MSRC	GP 7

16695

MAINTENANCE OF WAY EQUIPMENT

<u>No.</u>	<u>Description</u>	<u>I.D. No.</u>
1	Torsion Beam Tamper	136146
1	Tie Crane	12-568
1	Bolt Master	BM365
1	'84 Chev.	1GCGC34M6EJ172913
1	BRC 103 Transmission	26-712
1	BRC 101 Transmission	26-1183
1	Spiker	SZ-714
1	Tamper	1076699
1	Tamper	1076749
1	Regulator	26-1255
11	3/4-Ton Hi-Rail Vehicles	N/A
1	1-Ton Hi Rail Vehicle	N/A
1	Suburban Hi-Rail	N/A
2	Burro Crane	N/A
1	Brush Cutter	N/A
2	Passenger Vans Non-Rail	N/A

4558X/7170-2

DEC 29 1989 -12 20 PM

SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT dated as of December 29, 1989, by and between SOUTHRAIL CORPORATION, a Delaware corporation having its chief executive office at 111 East Capitol Street, Jackson, Mississippi 39201 (the Company), and Deposit Guaranty National Bank as collateral agent (the Collateral Agent) for itself and the banks which are or may become parties to a certain Revolving Credit and Term Loan Agreement, dated as of December 29, 1989, among the Company, The First National Bank of Boston as Documentary Agent, the Collateral Agent and such banks (such banks are individually referred to herein as a Secured Party and collectively referred to herein as the Secured Parties) as the same may be amended or supplemented from time to time (such agreement, as amended and in effect from time to time, the "Credit Agreement"). Capitalized terms which are used herein without definition and which are defined in the Credit Agreement shall have the same meanings herein as in the in Credit Agreement.

§1. GRANT OF SECURITY INTEREST, ETC. The Company hereby pledges and assigns to the Collateral Agent for the benefit of the Secured Parties and grants to the Collateral Agent for the benefit of the Secured Parties, a continuing security interest in and lien on, all properties, assets and rights of the Company of every kind and nature (other than the property listed on Schedule I attached hereto), wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Company under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax

refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas (all such properties, assets and rights hereinafter sometimes called, collectively, the Collateral). Certain of the Company's maintenance of way equipment is more particularly described on Schedule II attached hereto.

§2. OBLIGATIONS SECURED. The Collateral hereunder constitutes and will constitute continuing security for all the obligations of the Company to the Secured Parties and any institutional lender who becomes a participant in or holder of any of the obligations comprising the Obligations (as defined below), now existing or hereafter arising, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, including without limitation, all obligations now existing or hereafter arising under the Credit Agreement, the Notes and the other Loan Documents in each case as such instrument is originally executed on the date hereof or as modified, amended, supplemented or extended, and all obligations of the Company to the Secured Parties, arising out of any extension, refinancing or refunding of any of the foregoing obligations (hereinafter collectively referred to as the "Obligations").

§3. PRO RATA SECURITY, APPLICATION OF PROCEEDS OF COLLATERAL. All amounts owing with respect to the Obligations shall be secured pro rata by the Collateral without distinction as to whether some Obligations are then due and payable and other Obligations are not then due and payable. Upon any realization upon the Collateral by the Collateral Agent or any Secured Party, whether by receipt of insurance proceeds pursuant to §5(f) or upon foreclosure and sale of all or part of the Collateral pursuant to §8 or

otherwise, the Company and the Secured Parties agree that the proceeds thereof shall be applied (i) first, to the payment of expenses incurred with respect to maintenance and protection of the Collateral pursuant to §5 and of expenses incurred pursuant to §12 with respect to the sale of or realization upon, any of the Collateral or the perfection, enforcement or protection of the rights of the Secured Parties (including reasonable attorney's fees and expenses of every kind, including without limitation reasonable allocated costs of staff counsel); (ii) second, equally and ratably to all amounts of interest, expenses and fees outstanding which constitute the Obligations, according to the aggregate amounts thereof owing to each Secured Party, on the date on which the Collateral Agent receives a request from the Majority Banks (as defined in the Credit Agreement) to commence action under §8 hereof to enforce the security interests granted hereunder (the "Notice Date"); (iii) third, equally and ratably to all amounts of principal outstanding under the Obligations according to the aggregate amounts thereof owing to each Secured Party on the Notice Date; and (iv) fourth, the balance, if any, shall be returned to the Company. The Company and the Secured Parties agree that all amounts received with respect to any of the Obligations subsequent to the Notice Date, whether by realization on the Collateral or otherwise, shall be applied to the payment of the Obligations in accordance with the provisions of this §3.

§4. PRO RATA SHARING OF PAYMENTS IN CERTAIN EVENTS. The Company and the Secured Parties agree that upon the occurrence and continuance of a default by the Company in payment of any of the Obligations, whether or not the Obligations shall have been accelerated as a consequence thereof, the Secured Party which has failed to receive the payment due (the "Defaulted Party") may, by notice in writing to the other Secured Parties (a "Sharing Notice"), declare that a "Sharing Event" has occurred. The Company and the Secured Parties agree that any payments received by any Secured Party from the Company or from any other source whatsoever, on or after the date any Sharing Notice is received, shall be shared by the Secured Parties on a pro rata basis based on the total amount of Obligations outstanding on the date such Sharing Notice is given; provided, however, that if such payment default is cured

prior to acceleration of the Company's Obligations to the Defaulted Party, the provisions of this §4 shall cease to be effective and any payments received by a Secured Party thereafter may be applied to the Obligations in accordance with the terms thereof. Each Secured Party agrees with the other Secured Parties that if during the continuance of any Sharing Event, such Secured Party shall receive from the Company or from any other source whatsoever, any amount which is in excess of its pro rata share of the payments received by all of the Secured Parties, then such Secured Party will make such disposition and arrangements with the other Secured Parties with respect to such excess, either by way of distribution until the amount of such excess has been exhausted, assignment of claims, subrogation, purchase of participation or otherwise, as shall result in each Secured Party receiving in respect of its Obligations its ratable share of all such payments; provided, however, that if all or any part of such excess payment is thereafter recovered from such Secured Party, such disposition and arrangements shall be rescinded and the amount restored to the extent of such recovery, but without interest.

§5. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

(a) Real Property. The Company represents to the Collateral Agent and the Secured Parties that the real property listed on Schedule III hereto constitutes all of the real property which the Company owns or leases. The Company agrees to notify the Collateral Agent of any other real property which the Company may hereafter acquire or lease. The Company agrees that it will execute and deliver to the Collateral Agent for the benefit of the Secured Parties mortgages and other instruments, as referred to in paragraph (h) below of this §5, and file the same in the appropriate recording offices with respect to the real property listed on Schedule III hereto and at such times as any mortgagable right, title or interest is acquired in the future by the Company in any other real property. All such mortgages and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions satisfactory to the Collateral Agent as evidenced by its written consent thereto.

(b) Rolling Stock. The Company represents to the Collateral Agent and the Secured Parties that the Rolling Stock (as defined in this §5(b)) listed on Schedule IV hereto constitutes all of the Rolling Stock which the Company owns or leases. The Company agrees not to change any markings or serial numbers on any of the Rolling Stock listed on Schedule IV until after the Company has given notice in writing to the Collateral Agent of its intention to make such change. The Company agrees to notify the Collateral Agent of any other Rolling Stock which the Company may hereafter acquire or lease. The Company agrees that it will execute and deliver to the Collateral Agent for the benefit of the Secured Parties supplemental security agreements and other instruments, as referred to in paragraph (h) below of this §5, and file the same in the appropriate recording offices (i) with respect to the Rolling Stock listed on Schedule IV hereto, (ii) at such times as any assignable right, title or interest is acquired in the future by the Company in any other Rolling Stock and (iii) at such times as any change is made in one or more of the markings or serial numbers on any of the Rolling Stock listed on Schedule IV hereto or on any other Rolling Stock owned or leased by the Company. All such supplemental security agreements and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions satisfactory to the Collateral Agent as evidenced by its written consent thereto. The term "Rolling Stock" as used herein means all rolling stock of every kind and description, locomotives, cabooses, bulkhead flat cars, refrigerated boxcars, open top hopper cars, woodrack cars, covered hopper cars, woodchip hopper cars, and all other rail cars.

(c) Location of Chief Executive Office, etc. The Company represents to the Collateral Agent and the Secured Parties that the location of the Company's chief executive office and the location where the books and records of the Company are kept is 111 East Capitol Street, Jackson, Mississippi 39201. The Company further represents that attached hereto as Schedule V is a true and correct list of all localities where property comprising a part of the Collateral (other than interests in real property set forth in Schedule III) is located. The Company agrees that it will not change the location of its chief executive office or the location where its books and records are kept without the express written consent of the Collateral Agent and will advise the Collateral Agent as to any change in the location of any property comprising a part of the Collateral.

(d) Ownership of Collateral

(i) The Company represents that it is the owner of the Collateral free from any adverse lien, security interest or encumbrance, except as permitted by §9.2 of the Credit Agreement.

(ii) Except for the security interests herein granted and except as permitted in §9.2 of the Credit Agreement, the Company shall be the owner of the Collateral free of any Lien, the Company shall defend the same against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Secured Parties. Except as otherwise permitted in §9.2 of the Credit Agreement, the Company shall not pledge, mortgage or create or suffer to exist a security interest in the Collateral in favor of any person other than the Collateral Agent for the benefit of the Secured Parties.

(e) Sale or Disposition of Collateral. Except as permitted by §9.3 of the Credit Agreement, the Company will not sell or offer to sell or otherwise transfer the Collateral or any interest therein except for sales of inventory in the ordinary course of business.

(f) Insurance. The Company shall have and maintain at all times with respect to the Collateral such insurance as is required by the Credit Agreement, such insurance to be payable to the Collateral Agent for the benefit of the Secured Parties and to the Company as their interests may appear. All policies of insurance shall provide for thirty (30) days' written minimum cancellation notice to the Collateral Agent. In the event of failure to provide and maintain insurance as herein provided, the Collateral Agent may, at its option, provide such insurance, and the Company hereby promises to pay to the Collateral Agent on demand the amount of any disbursements made by the Collateral Agent for such purpose. The Company shall furnish to the Collateral Agent certificates or other evidence satisfactory to the Collateral Agent of compliance with the foregoing insurance provisions. The Collateral Agent may act as attorney for the Company in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts; and any amounts collected or received under any such policies shall be

applied by the Collateral Agent to the Obligations in accordance with the provisions of §3, or at the option of the Collateral Agent, the same may be released to the Company, but such application or release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

(g) Maintenance of Collateral. Except for "abandonments" as disclosed on Schedule 9.3 to the Credit Agreement, the Company will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Collateral Agent may inspect the Collateral at any reasonable time, wherever located. Except as otherwise provided in §8.2 of the Credit Agreement, the Company will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement. In its discretion, the Collateral Agent may discharge taxes and other encumbrances at any time levied or placed on the Collateral which remain unpaid in violation of §9.2 of the Credit Agreement, make repairs thereof and pay any necessary filing fees. The Company agrees to reimburse the Collateral Agent on demand for any and all expenditures so made, and until paid the amount thereof shall be a debt secured by the Collateral. The Collateral Agent shall have no obligation to the Company to make any such expenditures, nor shall the making thereof relieve the Company of any default.

(h) Creation and Perfection of Lien. The Company represents and warrants to the Collateral Agent and the Secured Parties covenants with the Collateral Agent and the Secured Parties that this Agreement creates a valid security interest in the Collateral as security for the payment and performance of the Obligations. Upon the filing and recording of this Agreement with the Interstate Commerce Commission (the "ICC") in accordance with §11303 of Title 49 of the United States Code and the rules and regulations thereunder, and upon the filing of financing statements in the form attached hereto as Exhibit A (the "Financing Statements") under the Uniform Commercial Code as the same may be in effect, from time to time in the States of Alabama, Mississippi and Tennessee, or in any other jurisdiction whose Uniform Commercial Code would govern the perfection or priority of security interests in the Collateral (the "UCC"), naming the Company as debtor and the Collateral

Agent as secured party, such security interest shall be perfected under the UCC and the Interstate Commerce Act of 1887, as amended ("ICA"), and such security interest shall be prior to all other Liens, except as contemplated by §9.2 of the Credit Agreement. No further filings, recordings or other actions are or will be necessary to perfect or maintain the priority of such security interest other than the filing of UCC continuation statements within six months prior to the expiration of a period of five years after such original filing. This Agreement and all documents to be filed therewith are in appropriate form for filing with the ICC. The Financing Statements are in appropriate form and have been duly filed pursuant to the UCC.

(i) No Further Actions. Except for the filings referred to in paragraph (h) above and as otherwise specified in §5.2 of the Credit Agreement, no authorization, approval or other action by, and no notice of filing with, any governmental authority or regulatory body or other Person that has not been received, taken or made is required (i) for the grant by the Company of the security interests granted hereby or for the execution, delivery or performance of this Agreement by the Company, or (ii) for the perfection and maintenance of the security interests hereunder (including the first priority nature of such security interests), or (iii) for the exercise by the Collateral Agent of the rights or the remedies in respect of the Collateral pursuant to this Agreement.

(j) Accounts. The Company shall keep or cause to be kept separate records of accounts which are complete and accurate in all material respects, and from time to time upon the request of the Collateral Agent, shall deliver to the Collateral Agent a list of the names, addresses, face value, and dates of invoice(s) for each account debtor obligated on such an account.

(k) Further Assurances By the Company. The Company agrees to execute and deliver to the Collateral Agent for the benefit of the Secured Parties from time to time at its request all documents and instruments, including financing statements, supplemental security agreements, notices of assignments under the United States Assignment of Claims Act and under similar or local statutes and regulations, and to

take all action as the Collateral Agent may reasonably deem necessary or proper to perfect or otherwise protect the security interest and lien created hereby.

§6. POWER OF ATTORNEY. The Company acknowledges the Collateral Agent's right, to the extent permitted by applicable law, singly to execute and file financing statements without execution by the Company.

§7. SECURITIES AS COLLATERAL. The Collateral Agent may at any time after the occurrence and during the continuance of any Event of Default under the Credit Agreement, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not the Obligations are due, the Collateral Agent may demand, sue for, collect, or make any settlement or compromise it deems desirable with respect to the Collateral. Regardless of the adequacy of the Collateral or any other security for the Obligations, any deposits or other sums credited by or due from the Collateral Agent to the Company may at any time be applied to or set off against any of the Obligations. The Collateral Agent and all present and future holders of and participants in the Obligations hereby agree that the amount of any such set off shall be applied as provided in Sections 3 and 4 hereof.

§8. REMEDIES. Upon the occurrence of any Default or Event of Default as defined in the Credit Agreement (whether or not any acceleration of the maturity of the amounts due in respect of any of the Obligations shall have occurred), to the fullest extent permitted by applicable law:

(a) The Collateral Agent shall have, in addition to all other rights and remedies given it by any instrument or other agreement evidencing, or executed and delivered in connection with, any of the Obligations and otherwise allowed by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located and the rights and remedies of a secured party holding a security interest in collateral pursuant to the Interstate Commerce Act

of 1887, as amended, and without limiting the generality of the foregoing, the Collateral Agent shall, upon the written instruction of the Majority Banks, immediately, without (to the fullest extent permitted by law) demand of performance or advertisement or notice of intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever, (except that the Collateral Agent shall give to the Secured Parties and the Company at least five days' notice of the time and place of any proposed sale or other disposition), all of which are hereby expressly waived to the fullest extent permitted by law, sell at public or private sale or otherwise realize upon, in the City of Boston, Massachusetts, or elsewhere, the whole or from time to time any part of the Collateral in or upon which the Collateral Agent shall have a security interest or lien hereunder, or any interest which the Company may have therein, and after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services, including without limitation reasonable allocated costs of staff counsel) as provided in §13, shall apply the residue of such proceeds toward the payment of the Obligations in accordance with §3 of this Security Agreement, the Company remaining liable for any deficiency remaining unpaid after such application. If notice of any sale or other disposition is required by law to be given to the Company or any Secured Party, each of the Company and the Secured Parties hereby agrees that a notice given as hereinbefore provided shall be reasonable notice of such sale or other disposition. The Company also agrees to assemble the Collateral at such place or places as the Collateral Agent reasonably designates by written notice. At any such sale or other disposition any Secured Party may itself, and any other person or entity owed any Obligation may itself, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right is hereby waived and released to the fullest extent permitted by law. The Secured Parties agree with each other that so long as any Obligation remains outstanding, none of the Secured Parties nor any other holder of any of the Obligations shall have any right

to bid for the Collateral being sold at any sale pursuant to this §8(a) with any part of the Obligations and the Collateral Agent and the Company shall have no obligation to accept any such bid.

(b) Furthermore, without limiting the generality of any of the rights and remedies conferred upon the Collateral Agent under §8(a) hereof, the Collateral Agent to the fullest extent permitted by law, shall upon the written instruction of the Majority Banks enter upon the premises of the Company, exclude the Company therefrom and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, using all necessary force to do so, and may, at its option, use, operate, manage and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues and profits therefrom, and may maintain, repair, renovate, alter or remove the Collateral as the Collateral Agent may determine in its discretion, and any such monies so collected or received by the Collateral Agent shall be applied to, or may be accumulated for application upon, the Obligations in accordance with §3 of this Agreement.

The Collateral Agent agrees that it will give notice to the Company and the Secured Parties of any enforcement action taken by it pursuant to this Section 8 promptly after commencing such action.

§9. SECURED PARTIES; OTHER COLLATERAL. The Secured Parties agree that all of the provisions of this Agreement, to the extent that they relate to the relative rights, duties and privileges of the Secured Parties and the Collateral Agent, including without limitation the provisions of §§3, 8 and 14 hereof, shall apply to any and all properties, assets and rights of the Company in which the Collateral Agent, at any time acquires, pursuant to the Security Documents, as defined in the Credit Agreement (the "Security Documents"), a Lien, including without limitation, real property or rights in, on or over real property, notwithstanding any provision to the contrary in any mortgage, leasehold mortgage or other document, including

without limitation, the Mortgages (as defined in the Credit Agreement), purporting to grant or perfect any Lien in favor of the Secured Parties or any of them or the Collateral Agent for the benefit of the Secured Parties.

§10. MARSHALLING. The Collateral Agent shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Company hereby irrevocably waives the benefits of all such laws.

§11. COMPANY'S OBLIGATIONS NOT AFFECTED. To the extent permitted by law, the obligations of the Company under this Security Agreement shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Company, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver, by the Collateral Agent of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (c) any amendment to or modification of any instrument evidencing any of the Obligations or pursuant to which any of them were issued; (d) any amendment to or modification of any instrument or agreement (other than this Agreement) securing any of the Obligations; or (e) the taking of additional security for or any guaranty of any of the Obligations or the release or discharge or termination of any security or guaranty for any of the Obligations; and whether or not the Company shall have notice or knowledge of any of the foregoing.

§12. NO WAIVER. No failure on the part of the Collateral Agent to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Collateral Agent of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to the Collateral Agent, the Secured Parties or the future holders of any of the Obligations or allowed to any of them by law or other agreement, including, without limitation, the Credit Agreement, the Notes, or any other Security Document, shall be cumulative and not exclusive of any other, and, subject to the provisions of this Agreement, may be exercised by the Collateral Agent, the Secured Parties or the future holders of any of the Obligations from time to time.

§13. EXPENSES. The Company agrees to pay, on demand, all reasonable costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind, including without limitation reasonable allocated costs of staff counsel) of the Collateral Agent incidental to the sale of, or realization upon, any of the Collateral or in any way relating to the perfection, enforcement or protection of the rights of the Collateral Agent hereunder; and the Collateral Agent may at any time apply to the payment of all such costs and expenses all monies of the Company or other proceeds arising from its possession or disposition of all or any portion of the Collateral.

§14. AGENCY. The Collateral Agent shall not have any duties or responsibilities, except those expressly provided herein or in the Credit Agreement, or any fiduciary relationship with any Bank, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Guaranty or otherwise exist against the Collateral Agent. The Collateral Agent, the Banks, the Company and the Guarantor acknowledge and agree that §14 of the Credit Agreement sets forth the terms and conditions under which the Collateral Agent acts as agent for the Banks hereunder, to the same extent as if all of such provisions were set forth in their entirety herein.

§15. CONSENTS, AMENDMENTS, WAIVERS, ETC. Any term of this Agreement may be amended, and the performance or observance by the Company of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument signed by the Majority Banks.

§16. GOVERNING LAW. Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall be deemed to be a contract under seal and shall for all purposes be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

§17. PARTIES IN INTEREST. All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto including without limitation, any future holder of the Notes and any institutional lender who becomes a participant in or holder of any of the Obligations, by amendment to the Credit Agreement or otherwise, provided that the Company may not assign or transfer its rights hereunder without the prior written consent of the Co-Agents and the Company and none of the Secured Parties may assign or transfer its rights hereunder unless the assignee confirms in writing its agreement to be bound by the provisions of this Agreement.

§18. COUNTERPARTS. This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

§19. TERMINATION. Upon payment in full of the Obligations in accordance with their terms, this Agreement shall terminate and the Company shall be entitled to the return, at the Company's expense, of such Collateral in the possession or control of the Collateral Agent as has not theretofore been disposed of pursuant to the provisions hereof. If the Collateral Agent shall resign as Collateral

Agent under this Agreement, then a majority of the Secured Parties shall appoint a successor agent whereupon such successor agent shall succeed to the rights, powers and duties of the Collateral Agent hereunder and the former Collateral Agent's rights, powers and duties as Collateral Agent shall terminate. The resigning Collateral Agent shall take such actions, at the Company's expense, as the Majority Banks shall deem reasonably necessary or advisable to transfer all such rights, powers and duties to the new Collateral Agent.

§20. NOTICES. Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Agreement shall be in the manner and to the addresses provided by §19 of the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

[Corporate Seal]

SOUTHRAIL CORPORATION

By: Frank P. Lewis

Title: CHAIRMAN

DEPOSIT GUARANTY NATIONAL BANK,
as Collateral Agent

By: Steven W. Brinson

Title: Asst. Vice Pres.

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 29th day of December, 1989, before me personally appeared Mark M. Levin, to me personally known, who, being by me duly sworn, says that he is Chairman of SouthRail Corporation, that the seal affixed to the foregoing instrument beside his signature is the corporate seal of said corporation and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

James S. O'Leary
Notary Public

My commission expires:

July 30, 1993

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 29th day of December, 1989, before me personally appeared Steven W. Amosbury, to me personally known, who, being by me duly sworn, says that he is Asst Vice President of Deposit Guaranty National Bank, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

James S. O'Leary
Notary Public

My commission expires:

July 30, 1993

EXHIBIT A

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) SouthRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date, Time, Number, and Filing Office)

7 This financing statement covers the following types (or items) of property See Schedule A attached hereto and made a part hereof.

The total principal indebtedness secured by this instrument is \$25,000,000.

Value of Collateral in Tennessee is \$775,000 = 2.1%

Value of Collateral everywhere is \$37,315,000

2.1% X total indebtedness secured by this instrument is \$525,000.

Therefore, the maximum principal indebtedness for Tennessee recording tax purposes is \$525,000. The above statements are made for the sole purpose of computing the applicable amount of tax, and shall not affect the rights of the parties in any manner.

Filed with: Tennessee, Secretary of State

☒ Proceeds and
Products of Collateral are also covered

Whichever is Applicable (See instruction Number 9)	SouthRail Corporation	Deposit Guaranty National Bank, as Collateral Agent
	By: <u>Maria M. Lewis</u> Signature(s) of Debtor (Or Assignor)	By: _____ Signature(s) of Secured Party (Or Assignee)

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Debtor under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas. Notwithstanding the foregoing sentence, this financing statement does not cover the property excluded from the Collateral, as defined in §1 of the Security Agreement dated as of December 29, 1989 between the Debtor and the Secured Party.

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) SouthRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date, Time, Number, and Filing Office)

7 This financing statement covers the following types (or items) of property See Schedule A attached hereto and made a part hereof.

The total principal indebtedness secured by this instrument is \$25,000,000.

Value of Collateral in Tennessee is \$775,000
Value of Collateral everywhere is \$37,315,000 = 2.1%

2.1% X total indebtedness secured by this instrument is \$525,000.

Therefore, the maximum principal indebtedness for Tennessee recording tax purposes is \$525,000. The above statements are made for the sole purpose of computing the applicable amount of tax, and shall not affect the rights of the parties in any manner.

Filed with: Tennessee, Hardeman County

☒ Proceeds and
Products of Collateral are also covered.

Whichever is Applicable (See instruction Number 9)	SouthRail Corporation	Deposit Guaranty National Bank, as Collateral Agent
	By: <u>Mant M. Lee</u> Signature(s) of Debtor (Or Assignor)	By: _____ Signature(s) of Secured Party (Or Assignee)

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Debtor under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas. Notwithstanding the foregoing sentence, this financing statement does not cover the property excluded from the Collateral, as defined in §1 of the Security Agreement dated as of December 29, 1989 between the Debtor and the Secured Party.

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

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4 <input type="checkbox"/> Filed for record in the real estate records	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) SouthRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date, Time, Number and Filing Office)

7 This financing statement covers the following types (or items) of property

See Schedule A attached hereto and made a part hereof.

Filed with: Alabama, Secretary of State

Proceeds and
☒ Products of Collateral are also covered.

Whichever is Applicable (See instruction Number 9)	SouthRail Corporation By: <i>Mark M. Rein</i> Signature(s) of Debtor (Or Assignor)	Deposit Guaranty National Bank, as Collateral Agent By: _____ Signature(s) of Secured Party (Or Assignee)
---	--	--

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Debtor under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, the Debtor's operating certificate from the Interstate Commerce Commission, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas. Notwithstanding the foregoing sentence, this financing statement does not cover the property excluded from the Collateral, as defined in §1 of the Security Agreement dated as of December 29, 1989 between the Debtor and the Secured Party.

Uniform Commercial Code — FINANCING STATEMENT — Form UCC—1

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4 <input type="checkbox"/> Filed for record in the real estate records.	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented.
1 Debtor(s) (Last Name First) and address(es) SouthRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date, Time Number, and Filing Office)
7 This financing statement covers the following types (or items) of property		

See Schedule A attached hereto and made a part hereof.

Filed with: Mississippi, Secretary of State

Proceeds and
☒ Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	SouthRail Corporation	Deposit Guaranty National Bank, as Collateral Agent
	By: <i>Mark M. Lewis</i> Title Signature(s) of Debtor (Or Assignor)	By: _____ Title Signature(s) of Secured Party (Or Assignee)

FILING OFFICER COPY-ALPHABETICAL
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Debtor under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, the Debtor's operating certificate from the Interstate Commerce Commission, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas. Notwithstanding the foregoing sentence, this financing statement does not cover the property excluded from the Collateral, as defined in §1 of the Security Agreement dated as of December 29, 1989 between the Debtor and the Secured Party.

Uniform Commercial Code — FINANCING STATEMENT — Form UCC—1

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1 Debtor(s) (Last Name First) and address(es) SouthRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date Time Number, and Filing Office)

7 This financing statement covers the following types (or items) of property: See Schedule A attached hereto and made a part hereof.

The total principal indebtedness secured by this instrument is \$25,000,000.

Value of Collateral in Tennessee is \$775,000 = 2.1%
Value of Collateral everywhere is \$37,315,000

2.1% X total indebtedness secured by this instrument is \$525,000.

Therefore, the maximum principal indebtedness for Tennessee recording tax purpose is \$525,000. The above statements are made for the sole purpose of computing the applicable amount of tax, and shall not affect the rights of the parties in any manner.

Filed with: Tennessee, Hardeman County

☒ Proceeds and
Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	SouthRail Corporation	Deposit Guaranty National Bank, as Collateral Agent
	By: <u>M. M. L...</u> Signature(s) of Debtor (Or Assignor) Title	By: <u>Steven L. Answorth, D.P., D.G.B.</u> Signature(s) of Secured Party (Or Assignee) Title

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Debtor under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas. Notwithstanding the foregoing sentence, this financing statement does not cover the property excluded from the Collateral, as defined in §1 of the Security Agreement dated as of December 29, 1989 between the Debtor and the Secured Party.

Uniform Commercial Code — FINANCING STATEMENT — Form UCC—1

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4 <input type="checkbox"/> Filed for record in the real estate records	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) SouthRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date, Time, Number, and Filing Office)

7 This financing statement covers the following types (or items) of property: See Schedule A attached hereto and made a part hereof.
 The total principal indebtedness secured by this instrument is \$25,000,000.

Value of Collateral in Tennessee is \$775,000 = 2.1%
 Value of Collateral everywhere is \$37,315,000

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Filed with: Tennessee, Secretary of State

Proceeds and
☒ Products of Collateral are also covered.

Whichever is Applicable (See instruction Number 9)	SouthRail Corporation By: <u>Muel M. Hewitt</u> Signature(s) of Debtor (Or Assignor) Title	Deposit Guaranty National Bank, as Collateral Agent By: <u>Steven W. Densmore, AVP, DGNB</u> Signature(s) of Secured Party (Or Assignee) Title
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Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Debtor under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas. Notwithstanding the foregoing sentence, this financing statement does not cover the property excluded from the Collateral, as defined in §1 of the Security Agreement dated as of December 29, 1989 between the Debtor and the Secured Party.

Uniform Commercial Code — FINANCING STATEMENT — Form UCC—1

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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Record in the real estate records.	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
Name First) and address(es) Corporation Pittol Street Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date, Time, Number, and Filing Office)

Statement covers the following types (or items) of property

See A attached hereto and made a part hereof.

Alabama, Secretary of State

Proceeds and
☒ Products of Collateral are also covered.

SouthRail Corporation	Deposit Guaranty National Bank, as Collateral Agent
By: <u>Mark M. Lewis</u>	By: <u>Steven W. Diamondold AUP, DGB</u>
Signature(s) of Debtor (Or Assignor) Title	Signature(s) of Secured Party (Or Assignee) Title

Uniform Commercial Code — FINANCING STATEMENT — Form UCC—1

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<input type="checkbox"/> Filed for record in the real estate records.	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented:
Debtor(s) (Last Name First) and address(es) SouthRail Corporation 1 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date, Time, Number, and Filing Office)

This financing statement covers the following types (or items) of property:

See Schedule A attached hereto and made a part hereof.

led with: Mississippi, Secretary of State

Proceeds and
☒ Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	SouthRail Corporation By: <u>Mark M. Law</u> Signature(s) of Debtor (Or Assignor) Title	Deposit Guaranty National Bank, as Collateral Agent By: <u>Steven W. Hancock, SUP AHB</u> Signature(s) of Secured Party (Or Assignee) Title
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Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Debtor under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas. Notwithstanding the foregoing sentence, this financing statement does not cover the property excluded from the Collateral, as defined in §1 of the Security Agreement dated as of December 29, 1989 between the Debtor and the Secured Party.

Uniform Commercial Code — FINANCING STATEMENT — Form UCC—1

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1 Debtor(s) (Last Name First) and address(es) SouthRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) Deposit Guaranty National Bank, as Collateral Agent One Deposit Guaranty Plaza Jackson, Mississippi 39201	3 For Filing Officer (Date, Time, Number, and Filing Office)
7 This financing statement covers the following types (or items) of property:		

See Schedule A attached hereto and made a part hereof.

Filed with: Mississippi, Hinds County

Proceeds and
☒ Products of Collateral are also covered.

Whichever is Applicable (See instruction Number 9)	SouthRail Corporation	Deposit Guaranty National Bank, as Collateral Agent
	By: <i>Mark M. Lewis</i> Signature(s) of Debtor (Or Assignor)	By: <i>Steven W. Arnold AUP, P&B</i> Signature(s) of Secured Party (Or Assignee)
	Title	Title

Schedule A

Debtor: SouthRail Corporation

Secured Party: Deposit Guaranty National Bank, as
Collateral Agent

All properties, assets and rights of the Debtor of every kind and nature, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, all goods, accounts, including all accounts receivable, contracts rights, all rights of the Debtor under any agreements with other operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, books and records, furniture, fixtures, rolling stock of every kind and description, all locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas. Notwithstanding the foregoing sentence, this financing statement does not cover the property excluded from the Collateral, as defined in §1 of the Security Agreement dated as of December 29, 1989 between the Debtor and the Secured Party.

Schedule I

Indemnity Agreement dated July 9, 1985 between the Gulf & Mississippi Railroad Company ("GMRR") and Illinois Central Gulf Railroad ("ICG").

Trackage Rights Agreement dated March 19, 1985 between GMRR and ICG at Meridian, Mississippi, as assigned from ICG to and assumed by MidSouth Rail Corporation ("MSRC") by the Agreement dated as of March 31, 1986.

Trackage Rights Agreement dated March 19, 1985 between GMRR and ICG between M.P. 4.7 and a connection with the Alabama State Docks at Mobile, Alabama, as amended by letter agreement dated as of October 26, 1987.

Trackage Rights Agreement dated March 19, 1985 between GMRR and ICG between Ruslor Junction and a connection with the Corinth and Counce Railroad Company, as amended by Supplemental Agreement dated July 29, 1985.

Agreement dated November 8, 1985, between GMRR and Burlington Northern Railroad Company granting trackage rights to GMRR from Tupelo to New Albany, Mississippi.

Agreement dated October 8, 1985 among GMRR, Seaboard System Railroad Inc. and the State of Alabama regarding interchange at Mobile, Alabama, as amended by letter agreement dated as of October 26, 1987.

Car Haul Agreement dated March 19, 1985, covering movement of GMRR cars in ICG trains between Newton and Meridian, Mississippi, by and between ICG and GMRR, as assigned from ICG to and assumed by MSRC by the Agreement dated as of March 31, 1986.

Car Lease Agreement dated March 20, 1985, by and between ICG and GMRR.

Agreement dated as of July 16, 1986 between CSX Transportation, Inc. ("CSXT") and GMRR regarding interchange at Brookwood, Alabama.

Agreement dated as of February 6, 1987 among CSXT, Columbus and Greenville Railway Company ("CAGY") and GMRR regarding interchange between CSXT and CAGY at Brookwood, Alabama.

Agreement dated as of December 15, 1986 between CAGY and GMRR regarding interchange between Artesia and Greenwood, Mississippi.

Car Lease Agreement dated as of August 15, 1985 between Evans Railcar Leasing Company and GMRR covering box cars, including Schedule 2 dated August 27, 1987.

Car Lease Agreement dated as of June 30, 1987, as amended by letter agreement dated as of September 25, 1987, between The Kansas City Southern Railway Company and GMRR covering chip hoppers.

Car Lease Agreement dated as of August 1, 1986 between Pullman Rail Leasing Inc. and GMRR covering covered hoppers and box cars, including Riders No. 2 and 3.

Car Lease Agreement dated as of July 30, 1986, between Evans Railcar Leasing Company and GMRR covering covered hoppers, including Schedule 1.

Trackage Rights Agreement dated as of March 19, 1985 between GMRR and the Illinois Central Gulf Railroad Company ("ICG") at Meridian, Mississippi, as assigned from ICG to and assumed by MSRC by the Agreement dated as of March 31, 1986.

Agreement dated as of July 9, 1985 between GMRR and ICG regarding interchange at Newton, Mississippi, as assigned from ICG to and assumed by MSRC by the Agreement dated as of March 31, 1986.

Agreement (Reciprocal Switching) dated July 9, 1985 between GMRR and ICG regarding interchange at Meridian, Mississippi, as assigned from ICG to and assumed by MSRC by the Agreement dated as of March 31, 1986.

Per diem Lease of Railroad Equipment to Short Line Railroad (including Riders 1 and 2 thereto) dated as of March 20, 1986 and Lease of Railroad Equipment (including Riders 2 and 3 thereto) dated as of August 1, 1986 both between Pullman Rail Leasing, Inc. (now know as Signal Capital Corporation) and Gulf & Mississippi Railroad Corporation ("GMRR") (together, the "Agreements").

Agreement dated as of November 25, 1987 among Norfolk Southern Corporation ("Norfolk"), Southern Railway Company ("Southern") and Gulf & Mississippi Railroad Corporation ("GMRR"); Agreement dated as of November 25, 1987 between Southern and GMRR granting trackage rights to GMRR between Corinth, Mississippi and Middleton, Tennessee; and Agreement dated as of November 25, 1987 between GMRR and Southern granting trackage rights to Southern between Corinth and Ruslor Junction, Mississippi.

Schedule II

MAINTENANCE OF WAY EQUIPMENT

<u>No.</u>	<u>Description</u>	<u>I.D. No.</u>
1	Torsion Beam Tamper	136146
1	Tie Crane	12-568
1	Bolt Master	BM365
1	'84 Chev.	1GCGC34M6EJ172913
1	BRC 103 Transmission	26-712
1	BRC 101 Transmission	26-1183
1	Spiker	SZ-714
1	Tamper	1076699
1	Tamper	1076749
1	Regulator	26-1255
11	3/4-Ton Hi-Rail Vehicles	N/A
1	1-Ton Hi Rail Vehicle	N/A
1	Suburban Hi-Rail	N/A
2	Burro Crane	N/A
1	Brush Cutter	N/A
2	Passenger Vans Non-Rail	N/A

REAL PROPERTY OF SOUTHRAIL

the following described
lands and property situated in the County of Chickasaw and State of Mississippi
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Chickasaw, extending northerly from a line perpendicular to the centerline of the main track at New Albany District Mile Post GG-274 (Valuation Station 14467+20) North of Woodland, CHICKASAW COUNTY, MISSISSIPPI, on, over and across NW/4 SW/4 and W/2 NW/4 SECTION 12; and W/2 SW/4 and NW/4 SECTION 1; T. 15 S., R. 2 E., CHICKASAW MERIDIAN; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 36; E/2 E/2 SECTION 25; and E/2 SE/4 SECTION 24; T. 14 S., R. 2 E; NW/4 SW/4 and NW/4 SECTION 19; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 18; E/2 SE/4 SECTION 7; W/2 SW/4 and NW/4 SECTION 8; and E/2 W/2 and W/2 E/2 SECTION 5; T. 14 S., R. 3 E; E/2 W/2 and NW/4 NW/4 SECTION 32; SW/4 and W/2 NE/4 SECTION 29; W/2 W/2 SECTION 20; W/2 W/2 SECTION 17; W/2 W/2 SECTION 8; W/2 W/2 SECTION 5; and E/2 E/2 SECTION 6; T. 13 S., R. 3 E; and, E/2 E/2 SECTION 31; E/2 E/2 SECTION 30; E/2 E/2 SECTION 19; E/2 E/2 SECTION 18; E/2 SECTION 7; and W/2 E/2 SECTION 6; T. 12 S., R. 3 E, CHICKASAW COUNTY, MISSISSIPPI, said property including: New Albany District spur track right-of-way in vicinity of Mile Post GG-282.1 in NW/4 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST) All of the West 100 feet of that 150 foot strip lying West of the New Albany District main track centerline in the W/2 SE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi. (SECOND) All of the East 100 feet of that 150 foot strip lying East of the New Albany District main track centerline in the NW/4 SE/4 and SW/4 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, and lying South of the North line of the South 160 feet said SW/4 NE/4 Section 5. (THIRD) All of the East 100 feet of that 150 foot strip lying East of the New Albany District main track in the W/2 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, and lying South of the South line of the Mississippi State Hwy. #8 and North of the South line of Lot 71, Griffin Survey. (FOURTH) All of the West 100 feet of that 150 foot wide strip lying West of the New Albany District main track in the W/2 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, and lying South of the South line of Mississippi State Hwy. #8 and North of the North line of property conveyed to J.H. Tabb and described in correction deed dated 10-7-1983.

(FIFTH) All of that 0.07 acre tract situated in the W/2 W/2 NE/4 Section 5, T. 14 S., R. 3 E, Houston, Chickasaw County, Mississippi, acquired from W.P. Hickman 12-22-1904, recorded Book 81/page 85. (SIXTH) All of that 0.22 acre tract situated in E/2 E/2 NW/4 Section 5, T. 14 S., R. 3 E., Houston, Chickasaw County, Mississippi, acquired from Martha Barton, et al, 3-31-1905, recorded Book 81/page 317. (SEVENTH) All of the West 100 feet of that 150 foot strip lying West of the New Albany District main track centerline in the SE/4 NE/4 Section 18, T. 12 S., R. 3 E, New Houlka, Chickasaw County, Mississippi, and lying South of the South line of the that 100' X 450' tract conveyed to the Houlka Development Association 5-4-1961, North of the North line of Route 32, and West of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of New Albany District Track ICC #8. (EIGHTH) All of the East 50 feet of that 100 foot strip lying East of the New Albany District main track centerline in the SE/4 NE/4 and NE/4 SE/4 Section 18, T. 12 S., R. 3 E, New Houlka, Chickasaw County, Mississippi.

the following described lands
and property situated in the County of Pontotoc and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Pontotoc, extending northerly on, over and across W/2 E/2 SECTION 31; W/2 E/2 SECTION 30; W/2 E/2 and E/2 NW/4 SECTION 19; W/2 SE/4 and E/2 W/2 SECTION 18; E/2 W/2 SECTION 7; and E/2 W/2 SECTION 6; T. 11 S., R. 3 E.; E/2 W/2 and W/2 NW/4 SECTION 31; E/2 W/2 SECTION 30; E/2 W/2 and W/2 NE/4 SECTION 19; W/2 SE/4 and NE/4 SECTION 18; SE/4 SE/4 SECTION 7; SW/4, SE/4 NW/4 and NE/4 SECTION 8; W/2 W/2 SECTION 4; and SE/4 SE/4, E/2 NE/4 and NW/4 SECTION 5; T. 10 S. R. 3 E.; S/2 and W/2 NW/4 SECTION 32; NE/4 NE/4 SECTION 31; E/2 E/2 SECTION 30; NW/4 NW/4 SECTION 29; SW/4, NW/4 SE/4, W/2 NE/4 and E/2 NW/4 SECTION 20; SW/4 and W/2 NW/4 SECTION 17; NE/4 NE/4 SECTION 18; E/2 E/2 SECTION 7; W/2 W/2 SECTION 8; and E/2 SE/4 and NE/4 SECTION 6; T. 9 S., R. 3 E.; and, W/2 E/2 and E/2 NW/4 SECTION 31; E/2 W/2 and W/2 NE/4 SECTION 30; and W SE/4, NE/4 NW/4 and NW/4 SECTION 19; T. 8 S., R. 3 E., PONTOTOC COUNTY, MISSISSIPPI said property including: New Albany District Industry Spur Track right-of-way South of Mile Post GG-308 in W/2 W/2 Section 32, T. 9 S., R. 3 E. and NW/4 Section 5, T. 10 S. R. 3 E., Pontotoc, Pontotoc County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 100 feet that 150 foot strip lying West of the New Albany District main track centerline in the NW/4 Section 31, T. 10 S., R. 3 E., Algona, Pontotoc County, Mississippi. SECOND - All of the East 50 feet of that 100 foot strip lying East of the New Albany District main track centerline in the E/2 NW/4 Section 31, T. 10 S., R. 3 E. Algona, Pontotoc County, Mississippi. THIRD - All of the "Gray" Reservoir property situated in the SW/4 Section 7, T. 10 S., R. 3 E., Pontotoc County, Mississippi, as acquired from: A.B. Nisbet (2.67 acres) 10-4-1910, recorded Book 100/page 521; W.A. Cruise (1.33 acres) 8-2-1910, recorded Book 100/page 495; and, H.W. Wordlaw (7.02 acres) 2-15-1943, recorded Book 222/page 401. FOURTH - All of the New Albany District "Sand Pit" tract situated SE of the 100 foot wide railroad right-of-way in the NW/4 NW/4 Section 29, T. 9 S., R. 3 E., Pontotoc County, Mississippi, said tract irregular in shape contains approximately 5.75 acres. FIFTH - All of the West 50 feet of that 100 foot strip lying West of the centerline of the New Albany District main track in the E/2 NW/4 and W/2 NE/4 Section 31, T. 9 S., R. 3 E., Ecran, Pontotoc County, Mississippi, lying North of the North line of that parcel conveyed to New Creations, Inc. 3-9-1978. SIXTH - All that part of the East 100 feet of that 150 foot strip lying East of the New Albany District main track centerline in the W/2 NE/4 Section 31, T. 8 S., R. 3 E., Ecran, Pontotoc County, Mississippi, lying East of the following described line: From the point where the East line of the original 100 foot wide railroad right-of-way intersect the North line said Section 31, run southerly along said East line 475 feet, more or less, to a property corner and the POINT OF BEGINNING; thence continuing southerly along said East line 290 feet to a point; thence easterly at a right angle to the last described course 30 feet, more or less, to a line parallel and concentric with and 20 feet normally distant easterly from centerline New Albany District Track ICC #2; thence southerly along said parallel and/or concentric line 575 feet, more or less, to aforesaid East line original 100 foot right-of-way; thence southerly along said East line 870 feet, more or less, to property corner.

the following described lands

and property situated in the County of Union and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Union, extending on, over and across W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 8 S., R. 3 E; E/2 NE/4 SECTION 13; E/2 SE/4 and NE/4 SECTION 12; and W/2 E/2 SECTION 1; T. 8 S., R. 2 E; W/2 E/2 SECTION 36; W/2 E/2 SECTION 25; and SE/4 and SE/4 NE/4 SECTION 24; T. 7 S., R. 2 E; NW/4 SW/4 and NW/4 SECTION 19; SE/4 SW/4 and E/2 SECTION 18; SE/4 SE/4 SECTION 7; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 8; and W/2 SE/4 and NE/4 SECTION 5; T. 7 S., R. 3 E; and, SE/4 SECTION 32; NW/4 SW/4 and NW/4 SECTION 33; E/2 W/2 SECTION 28; E/2 W/2 and W/2 NE/4 SECTION 21; W/2 SE/4 and E/2 W/2 SECTION 16; SW/4 and W/2 NW SECTION 9; NE/4 NE/4 SECTION 8; and, E/2 SE/4 and NE/4 SECTION 5; T. 6 S., R. 3 E. UNION COUNTY, MISSISSIPPI, said property including: (A) New Albany District spur track right-of-way in vicinity of Mile Post GG-324.5; in W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi; (B) A 20' wide trackage easement, 10' each side of centerline of New Albany District Tract ICC #7, South of 2.66 acre parcel conveyed to Union Grocery Co., Inc. 6-2-1975, vicinity Mile Post GG-324.7 in W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All that portion of that 400 foot tract lying West of New Albany District main track centerline in W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County Mississippi, lying South of the South line of 2.66 acre parcel conveyed to Union Grocery Company, Inc. 6-2-1975; North of North line of 4.09 acre parcel conveyed Morris Scrap Metal, Inc. 1-25-1980; and West of line parallel and/or concentric with and 10 feet normally distant westerly from centerline New Albany District Tract ICC #3. Subject to 20 foot trackage easement for New Albany District Tract ICC #7, said easement hereinabove described and conveyed as item (B). SECOND - A that portion of that 200 foot strip lying West of the New Albany District main track centerline in the W/2 SW/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi, lying South of the North line of King Street; North of the North line of that 2.66 acre parcel conveyed to Union Grocery Company, Inc. 6-2-1975 and West of a line described as follows: Begin at a point on the North line of King Street 10 feet normally distant westerly from the centerline of New Albany District westernmost track, and run southerly parallel and/or concentric with the centerline of said westernmost track 375 feet; thence easterly parallel with said North line of King Street 15 feet, more or less, to a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Tract ICC #7; thence southerly along the last said parallel and/or concentric line 230 feet, more or less, to the Northeast corner of the aforesaid parcel conveyed to Union Grocery Company, Inc. 6-2-1975. THIRD - All that portion of the 125 foot strip lying East of the New Albany District main track centerline in the NW/4 NE/4 Section 8, T. 7 S., R. 3 E., New Albany, Union County, Mississippi, lying South of a line parallel with and 80 feet normally distant southerly from the South line of Cleveland Street; North of the North right-of-way line of the Burlington Northern Railroad Company; and East of a line parallel with and 10 feet normally distant easterly from the centerline of New Albany District Tract ICC #21. FOURTH - All of the remaining New Albany District industrial property situated in the South 671.6 feet SW/4 NE/4 and NW/4 SE/4 Section 28, T. 6 S., R. 3 E; Union County Mississippi, that lies East of the East line of Mississippi Bay. #15.

the following described

lands and property situated in the County of Tippah and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Mississippi, County of Tippah, extending on, over and across W/2 SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 32; SW/4 and W/2 NW/4 SECTION 29; NE/4 NE/4 SECTION 30; E/2 SE/4 and NE/4 SECTION 19; W/2 E/2 SECTION 18; E/2 W/2 and W/2 E/2 SECTION 7; SE/4 SW/4, SE/4 and SE/4 NE/4 SECTION 6; and NW/4 SECTION 5; T. 5 S., R. 3 E; SE/4 SW/4 and SE/4 SECTION 32; NW/4 SW/4 and N/2 SECTION 33; SE/4 SE/4 SECTION 28; SW/4, NW/4 SE/4 and NE/4 SECTION 27; NW/4 NW/4 SECTION 26; SW/4, NW/4 SE/4 and NE/4 SECTION 23; E/2 SE/4 and SE/4 NE/4 SECTION 14; W/2 NW/4 SECTION 13; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 12; and SE/4 and SE/4 NE/4 SECTION 1; T. 4 S., R. 3 E; W/2 NW/4 SECTION 6; T. 4 S., R. 4 E; SW/4 and E/2 NW/4 SECTION 31; E/2 SW/4 and NW/4 SECTION 30; SW/4 and W/2 NW/4 SECTION 19; and W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 3 S., R. 4 E; NE/4 SECTION 13; E/2 SECTION 12; and E/2 SE/4 SECTION 1; T. 3 S., R. 3 E; W/2 SW/4, NW/4 and W/2 NE/4 SECTION 6; T. 3 S., R. 4 E; W/2 SE/4 and NE/4 SECTION 31; E/2 E/2 SECTION 30; W/2 NW/4 SECTION 29; W/2 SECTION 20; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 17; SE/4 and E/2 NE/4 SECTION 8; W/2 NE/4 SECTION 9; and E/2 SE/4 and NE/4 SECTION 5; T. 2 S., R. 4 E; and, W/2 SE/4 and NE/4 SECTION 32; W/2 W/2 SECTION 29; E/2 E/2 SECTION 20; W/2 W/2 SECTION 21; E/2 SE/4 SECTION 17; and W/2 SW/4 SECTION 21; T. 1 S., R. 4 E; TIPPAH COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All of the East 66 feet of that 116 foot strip lying East of the New Albany District main track centerline in the N/2 SW/4 Section 20, T. 2 S., R. 4 E, Tippah County, Mississippi. AND, SECOND-All of that 156' X 300' tract lying East of a line parallel with and 50 feet from the centerline of the New Albany District main track in the NW/4 NW/4 Section 21, T. 1 S., R. 4 E, Brownfield, Tippah County, Mississippi, as acquired from A.L. Gatlin.

the following described
lands and property situated in the County of Hardeman and State of Tennessee to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's New Albany District, in the State of Tennessee, County of Hardeman, All of the right-of-way and property of the Illinois Central Gulf Railroad Company's New Albany District extending over and across SE portion HARDEMAN COUNTY, TENNESSEE from a point on the Mississippi-Tennessee State line; to the South line of the right-of-way of the Southern Railway in the vicinity of New Albany District Mile Post GG-368.5 at Middleton, Hardeman County, Tennessee; said property including: New Albany District spur track right-of-way in vicinity of Mile Post GG-366.8 in SE portion Hardeman County, Tennessee.

Being a portion of that property conveyed by the Gulf, Mobile and Ohio Railroad Company to Illinois Central Gulf Railroad Company by deed dated August 10, 1972, recorded in Book C-5, page 327, Hardeman County, Tennessee.

the following described
lands and property situated in the County of Mobile and State of Alabama to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Alabama, County of Mobile, All of the right-of-way and property of the Illinois Central Gulf Railroad Company extending northerly from the North right-of-way line of Interstate 65 at Mile Post MM-4.7, PRICHARD, MOBILE COUNTY, ALABAMA, on, over and across NE/4 NW/4 SECTION 32; SW/4 SECTION 29; NE/4 SE/4, NE/4 and NE/4 NW/4 SECTION 30; and SW/4 SECTION 19; T. 3 S., R. 1 W., ST. STEPHEN'S MERIDIAN; NE/4 SE/4, NE/4 and NE/4 NW/4 SECTION 24; SW/4 SECTION 13; NE/4 SE/4 and E/2 NE/4 SECTION 14; E/2 SECTION 11; E/2 SE/4, NE/4 SW/4 and NW/4 SECTION 2; and NE/4 NE/4 SECTION 3; T. 3 S., R. 2W; SE/4, W/2 NE/4 and E/2 NW/4 SECTION 34; SW/4 and SW/4 NW/4 SECTION 27; NE/4 SECTION 28; W/2 E/2 SECTION 21; SW/4 SE/4, E/2 SW/4 and NW/4 SECTION 16; W/2 SW/4 and SW/4 NW/4 SECTION 9; E/2 NE/4 SECTION 8; and E/2 E/2 SECTION 5; T. 2 S., R. 2 W; E/2 SECTION 32; SE/4, NE/4 SW/4, SW/4 NE/4 and NW/4 SECTION 29; SW/4 SW/4 SECTION 20; E/2 SE/4, S/2 NE/4 and NW/4 SECTION 19; and SW/4 SW/4 SECTION 18; T. 1 S., R. 2 W; SE/4 and W/2 NE/4 SECTION 13; SW/4 SE/4, E/2 W/2 and W/2 NE/4 SECTION 12; and W/2 E/2 SECTION 1, T. 1 S., R. 3 W; E/2 SE/4 SECTION 36; T. 1 N. R. 3 W; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 31; SE/4 and SE/4 NE/4 SECTION 30; W/2 NE/4 SECTION 29; W/2 SECTION 20; NE/4 NE/4 SECTION 19; and SE/4, N/2 SW/4 and W/2 NW/4 SECTION 18; T. 1 N., R. 2 W; E/2 NE/4 SECTION 13; SE/4 and W/2 NE/4 SECTION 12; and W/2 SE/4 and NE/4 SECTION 1; T. 1 N., R. 3 W; W/2 W/2 SECTION 31; T. 2 N., R. 2 W; AND, E/2 E/2 SECTION 36; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 25; E/2 W/2 SECTION 24; and E/2 SW/4, E/2 NW/4 and W/2 NE/4 SECTION 13; T. 2 N., R. 3 W; MOBILE COUNTY, ALABAMA LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the NW/4 SW/4 Section 29 and NE/4 SE/4 and SE/4 NE/4 Section 30, T. 3 S., R. 1 W, Prichard, Mobile County, Alabama, described as follows: Begin at a property corner in the Southwest line of Car Street 70 feet southeasterly from the Southwest extension of the Southeast line of Mason Street, and run southwesterly perpendicular to said Southwest line of Car Street 150 feet to a point 50 feet perpendicularly distant northeasterly from the Mobile District main track centerline; thence northwesterly parallel with said main track centerline 290 feet; thence northwesterly in a straight line to a point 100 feet perpendicularly distant northeasterly from said main track centerline and 500 feet perpendicularly distant northwesterly from the aforesaid Southwest extension of the Southeast line of Mason Street; thence northwesterly parallel with said main track centerline to the centerline of Watley Branch; thence northeasterly along said Watley Branch centerline to said Southwest line of Car Street; thence southeasterly along said Southwest line of Car Street to return to the point of beginning. SECOND - All of Lot 34 being a rectangular shaped parcel fronting 315 feet on the South line of Church Street and 450 feet on the West line of School Street in the SW/4 NE/4 and NW/4 SE/4 Section 28, T. 2 S., R. 2 W, Mobile County, Alabama.

THIRD - All of Lots 10, 11 and 12 South of Station Street, and all of Lots 7, 12, 13 and 14 North of Station Street, all lying East of a line parallel and/or concentric with and 100 feet normally distant easterly from the Mobile District main track centerline in the E/2 NE/4 Section 32, T. 1 S., R. 2 W, Churchula, Mobile County, Alabama. FOURTH - All of a 1.4847 acre tract situated in NE/4 SW/4 NE/4 Section 35, T. 1 S., R. 2 W., St. Stephen's Meridian, Mobile County, Alabama, as acquired from the International Paper Company 6-18-1968, recorded Book 840-page 923.

the following described

lands and property situated in the County of Washington and State of Alabama to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Washington, extending on, over and across SW/4 SE/4 and S/2 SW/4 SECTION 12; SE/4, N/2 SW/4 and S/2 NW/4 SECTION 11; NE/4 SECTION 10; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 3; and N/2 NE/4 SECTION 4; T. 2 N., R. 3 W; SE/4, NE/4 SW/4 and NW/4 SECTION 33; SW/4 SW/4 SECTION 28; E/2 SE/4, NE/4 and NE/4 NW/4 SECTION 29; SW/4 and W/2 NW/4 SECTION 20; E/2 NE/4 SECTION 19; SE/4, W/2 NE/4 and NE/4 NW/4 SECTION 18; SW/4 and W/2 NW/4 SECTION 7; and SW/4 SW/4 SECTION 6; T. 3 N., R. 3 W; E/2 SE/4 and NE/4 SECTION 1; T. 3 N., R. 4 W; SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 36; NE/4 SECTION 35; SW/4 SE/4 and SW/4 SECTION 26; N/2 SE/4, SW/4 NE/4 and S/2 NW/4 SECTION 27; NE/4 SECTION 28; SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 21; NE/4 SE/4 and E/2 NE/4 SECTION 20; E/2 E/2 SECTION 17; E/2 SECTION 8; SW/4 SE/4, SW/4 and W/2 NW/4 SECTION 5; and NE/4 NE/4 SECTION 6; T. 4 N., R. 4 W; SE/4, SW/4 NE/4 and NW/4 SECTION 31; W/2 SW/4 and NW/4 SECTION 30; E/2 SW/4 and NW/4 SECTION 19; and W/2 SW/4 and SW/4 NW/4 SECTION 18; T. 5 N., R. 4 W; AND, NE/4 SECTION 13; SE/4, NE/4 SW/4 and NW/4 SECTION 12; T. 5 N., R. 5 W; WASHINGTON COUNTY, ALABAMA, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the SW/4 SE/4 Section 21 and N/2 NE/4 Section 28, T. 4 N., R. 4 W; Escatawpa, Washington County, Alabama, described as follows: begin at the intersection of the Southwest line of Turner Street with the West line of said SW/4 SE/4 Section 21, and run southeasterly along said Southwest line of Turner Street 350 feet; thence southwesterly at a right angle to the last described course 162 feet; thence southeasterly at a right angle to the last described course 125 feet; thence southwesterly at a right angle to the last described course to a point 150 feet normally distant northeasterly from the Mobile District main track centerline; thence southeasterly parallel and/or concentric with said main track centerline to a line parallel with and 340 feet normally distant southeasterly from the Southeast line of Leak Street; thence southwesterly along the last said parallel line to a point 50 feet normally distant northeasterly from said main track centerline; thence northwesterly parallel and/or concentric with said main track centerline to the aforesaid West line SW/4 SE/4 Section 21; thence North along said West line to return to the point of beginning. SECOND - That part of the SW/4 SE/4 Section 21 and N/2 NE/4 Section 28, T. 4 N., R. 4 W, Escatawpa, Washington County, Alabama, described as follows: Begin at a point in the West line of said N/2 NE/4 Section 28, 150 feet normally distant southwesterly from the Mobile District main track centerline, and run southeasterly parallel with the Northeast line of Wainright Street to a point in a line parallel with and 340 feet normally distant southeasterly from the Southeast line of Leak Street; thence northeasterly along the last said parallel line to a point 50 feet normally distant southwesterly from said main track centerline; thence northwesterly parallel and/or concentric with said main track centerline, to the West line said SW/4 SE/4 Section 21; thence South to return to the point of beginning.

THIRD - A rectangular shaped parcel situated in the NW/4 SW/4 Section 5, T. 4 N., R. 4 W, Fruitdale, Washington County, Alabama, said parcel fronts 177.8 feet on the East line of Bridge Street, 177.8 feet on the West line of Hitchcock Street, and lies southerly of and adjacent to a line parallel with and 152.2 feet normally distant southerly from the South line of Central Avenue.

the following described

lands and property situated in the County of Greene and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Greene, extending on, over and across NW/4 NW/4 SECTION 12; NE/4 NE/4 SECTION 11; SE/4, N/2 SW/4 and SW/4 NW/4 SECTION 2; and NE/4 SECTION 3; T. 5 N., R. 5 W; GREENE COUNTY, MISSISSIPPI, said property including: (A) A 20' wide trackage easement, 10' either side of the centerline of Mobile District spur track ICC #2A right-of-way at Mile Post MM-62.48 in NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of a 210 foot strip lying East of the Mobile District main track centerline in the NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, that lies East of a line parallel and/or concentric with and 70 feet normally distant easterly from the centerline of Track ICC #1 and North of the centerline of St. Peter Street. SECOND - The West 185 feet of that 210 foot wide strip lying West of the Mobile District main track centerline in the NW/4 NE/4 Section 3, T. 5 N., R. 5 W, State Line, Greene County, Mississippi, that lies North of the South line of St. Charles Street. Subject to a 20 foot wide trackage easement for track ICC #2A, said easement hereinabove described and conveyed as item (A).

the following described

lands and property situated in the County of Wayne and State of Mississippi to
wits:

A strip of land of varying widths, heretofore operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Wayne, extending on, over and across W/2 SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 34; SW/4 and W/2 NW/4 SECTION 27; W/2 SW/4 and SW/4 NW/4 SECTION 22; E/2 NE/4 SECTION 21; SE/4, W/2 NE/4 and E/2 NW/4 SECTION 16; SW/4 SECTION 9; NE/4 SE/4, NE/4 and W/2 NW/4 SECTION 8; SW/4 SW/4 SECTION 5; and E/2 SE/4 and NE/4 SECTION 6; T. 6 N., R. 5 W; W/2 SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 31; and SW/4 and W/2 NW/4 SECTION 30; T. 7 N., R. 5 W; NE/4 NE/4 SECTION 25; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 24; SW/4 and SW/4 NW/4 SECTION 13; NE/4 SECTION 14; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 11; NE/4 NE/4 SECTION 10; and SE/4, SW/4 NE/4 and NW/4 SECTION 3; T. 7 N., R. 6 W; SW/4 SW/4 SECTION 34; E/2 and NE/4 NW/4 SECTION 33; SW/4 SECTION 28; NE/4 SE/4, NE/4 and NE/4 NW/4 SECTION 29; SW/4 and SW/4 NW/4 SECTION 30; NE/4 SECTION 19; and W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 10, T. 8 N. R. 6 W; NE/4 NE/4 SECTION 13; SE/4, NE/4 SW/4, SW/4 NE/4 and NW/4 SECTION 12; SW/4 SW/4 SECTION 1; and SE/4, W/2 NE/4 and E/2 NW/4 SECTION 2; T. 8 N., R. 7 W; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 35; E/2 SECTION 26; SW/4 SE/4 and E/2 W/2 SECTION 23; W/2 SECTION 14; SW/4 SW/4 SECTION 11; E/2, SW/4 NE/4 and E/2 NW/4 SECTION 10; SW/4 and W/2 NW/4 SECTION 3; and NE/4 NE/4 SECTION 4; T. 9 N. R. 7 W; AND E/2 SE/4 and NE/4 SECTION 33; W/2 SE/4 and NE/4 SECTION 28; SE/4, W/2 NW/4 and NE/4 NW/4 SECTION 21; E/2 SW/4, NW/4 SE/4 and W/2 NE/4 SECTION 16; and S/2 SE/4 SECTION 9; T. 10 N., R. 7 W; WAYNE COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - The West 185 feet of that 210 foot wide strip lying West of the Mobile District main track centerline in the SW/4 SE/4 Section 34, T. 6 N., R. 5 W, State Line, Wayne County, Mississippi that lies South of the South line of St. Morace Street. SECOND - The East 146.5 feet of that 210 foot wide strip lying East of the Mobile District main track centerline in the SW/4 SE/4 Section 34, T. 6 N., R. 5 W, State Line, Wayne County, Mississippi, that lies South of the North line of Bladen Road. THIRD - All of that 0.59 acre tract lying West of the West line of the original 100 foot wide Mobile District right-of-way in the NW/4 SE/4 Section 34, T. 6 N., R. 5 W, State Line, Wayne County, Mississippi, said tract fronts 114 feet on the North line of Buckaturna Street and 240 feet on the West line of said 100 foot right-of-way. FOURTH - The Southwest 75 feet of that 100 foot wide strip lying Southwest of the Mobile District main track centerline in the SE/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, extending southeasterly from the centerline extended of Summer Street, to the South line of said SE/4 Section 12. FIFTH - That part of the SE/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, described as a 75 foot wide parcel lying northeasterly of and adjacent to a line parallel with and 25 feet normally distant northeasterly from the Mobile District main track centerline and extending northwesterly from a line parallel with and 800 feet southeasterly from the Northwest line extended of Summer Street to a line parallel with and 329 feet northwesterly from said Northwest line of Summer Street; thence continuing northwesterly said parcel 62 feet wide lying northeasterly of and adjacent to a line parallel with and 38 feet nor-

fully distant northeasterly from said main track centerline to a line parallel with an 400 feet northwesterly from said Northwest line of Summer Street; thence continuing northwesterly said parcel 239.5 feet wide lying northeasterly of and adjacent to a line parallel with and 38 feet normally distant northeasterly from said main track centerline to a line parallel with an 499 feet northwesterly from said Northwest line of Summer Street. **SIXTH**—All the Northeast 125 feet of that 150 foot strip lying northeasterly of the Mobile District main track centerline in the NW/4 SE/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, extending northwesterly from the Southeast line of South Street to the Southeast line extended of that parcel conveyed to News Publishing Company 12-13-1972. **SEVENTH**—All of the Southwest 125 feet of that 150 foot strip lying southwesterly of the Mobile District main track centerline in the E/2 W/2 and W/2 E/2 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, extending northwesterly from the centerline of Wayne Street to the centerline of Azalea Drive. **EIGHTH**—That part of the W/2 E/2 Section 12, T. 8 N., R. 7 W., Waynesboro, Wayne County, Mississippi, described as a 125 foot parcel lying northeasterly of and adjacent to a line parallel with and 25 feet normally distant northeasterly from the Mobile District main track centerline and extending northwesterly from the centerline of Wayne Street to a line parallel and 280 feet normally distant northwesterly from the Northwest line of said Wayne Street. **NINTH**—All of the Northeast 125 feet of that 150 foot strip lying northeasterly of the Mobile District main track centerline in the SE/4 NW/4 Section 12, T. 8 N., R. 7 W, Waynesboro, Wayne County, Mississippi, and extending southeasterly from the centerline of Court Street to the Northwest line of property conveyed to Keith Stanley and Kevin Stanley by correction deed dated 7-1-1981. **TENTH**—All of the West 100 feet of that 150 foot wide strip lying West of the Mobile District main track centerline in the NE/4 SW/4 Section 14, T. 9 N., R. 7 W, Boice, Wayne County, Mississippi.

the following described

lands and property situated in the County of Clarke and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Clarke, extending on, over and across E/2 SECTION 9; and W/2 SE/4, E/2 SW/4 and NW/4 SECTION 4; T. 10 N., R. 7 W; W/2 W/2 SECTION 31; T. 1 N., R. 16 E, CHOCTAW MERIDIAN; E/2 NE/4 SECTION 36; E/2 E/2 and SW/4 NE/4 SECTION 25; E/2 SECTION 24; W/2 E/2 SECTION 13; W/2 E/2 SECTION 12; and W/2 E/2 and E/2 NW/4 SECTION 1; T. 1 N., R. 15 E; W/2 E/2 and NE/4 NW/4 SECTION 36; SW/4 SE/4, SW/4 and W/2 NW/4 SECTION 25; W/2 W/2 SECTION 24; E/2 NE/4 SECTION 23; E/2 E/2 and NW/4 NE/4 SECTION 14; SE/4 SE/4 and W/2 E/2 SECTION 11; and W/2 E/2 SECTION 2; T. 2 N., R. 15 E; SW/4 SE/4 and W/2 SECTION 35; NE/4 NE/4 SECTION 34; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 27; SW/4 SECTION 22; NE/4 SE/4 and NE/4 SECTION 21; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 16; SW/4 SW/4 SECTION 9; E/2 and NE/4 NW/4 SECTION 8; W/2 SECTION 5; and NE/4 NE/4 SECTION 6; T. 3 N., R. 15 E; SE/4, NE/4 SW/4 and NW/4 SECTION 31; and W/2 W/2 SECTION 30; T. 4 N., R. 15 E; NE/4 NE/4 SECTION 25; and E/2 E/2 SECTION 24; T. 4 N., R. 14 E; AND, NW/4 NW/4 SECTION 19; SW/4, NW/4 SE/4 and NE/4 SECTION 18; SE/4 SE/4 SECTION 7; SW/4, SE/4 SW/4 and NE/4 SECTION 8; SE/4 SE/4 SECTION 5; and SW/4, W/2 E/2 and E/2 NW/4 SECTION 4; T. 4 N., R. 15 E, CLARKE COUNTY, MISSISSIPPI said property including: (A) Mobile District spur track ICC #38-B right-of-way at Mile Post MM-99.4 in NE/4 Section 25, T. 1 N., R. 15 E, Clarke County, Mississippi; (B) Spur track right-of-way at Mile Post MM-109.5 and Mile Post MM-109.6 in N/2 SE/4 and SW/4 NE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi; (C) Spur track right-of-way at Mile Post MM-110.5 in W/2 Section 35, T. 3 N., R. 15 E, Clarke County, Mississippi; AND (D) Spur track right-of-way at MP MM-116.60 in NW/4 SW/4 and NW/4 Section 5, T. 3 N., R. 15 E, Stonewall, Clarke County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All the East 125 feet of that 150 foot wide strip lying East of the Mobile District main track centerline in the SW/4 SE/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi, and extending northerly from the North line of South Street to the centerline of Shubuta Street. SECOND - All that part of the West 100 feet of that 150 foot wide strip lying West of the Mobile District main track centerline in the E/2 SW/4 and W/2 SE/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi, extending northerly from the centerline of Ucuta Street to the South line of North Street, and lying West of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Track ICC #34. THIRD - Lots 1 and 4, Block 55 and Lots 2 and 3, Block 54, NE/4 SW/4 Section 4, T. 10 N., R. 7 W, Shubuta, Clarke County, Mississippi. FOURTH - All the West 125 feet of that 175 foot strip lying West of the Mobile District main track centerline in the W/2 E/2 Section 36, T. 2 N., R. 15 E, DeSoto, Clarke County, Mississippi, extending northerly from the North line of Tallahala Street to the South line of Jasper Street. FIFTH - All of the East 95 feet of that 145 foot strip lying East of the Mobile District main track centerline in the W/2 E/2 Section 36, T. 2 N., R. 15 E., DeSoto, Clarke County Mississippi, extending northerly from the North line of Tallahala Street to the South line of Jasper Street.

SIXTH - All of that 1.19 acre tract acquired from A.I. Jones 6-21-1900, recorded Book "QQ"/page 119, and all of the 2.06 acre tract acquired from A.I. Jones 7-30-1902, recorded Book "MM"/page 30; said tracts lying East of the original Mobile District 100 foot wide right-of-way in the E/2 SW/4 Section 25, T. 2 N., R. 15 E, Clarke County, Mississippi. SEVENTH - All of the "Micro-wave Tower" tract lying West of the original 100 foot wide Mobile District right-of-way in the SW/4 SW/4 Section 24, T. 2 N., R. 15 E, Clarke County, Mississippi. EIGHTH - All the East 50 feet of that 220 foot strip lying East of the Mobile District main track centerline in the W/2 SE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi, and extending northerly from the centerline of West Donald Street to the South line of that 27' X 63' tract conveyed to F. Parker 9-13-1976. NINTH - All that part of that 200 foot strip lying West of the Mobile District main track centerline in the W/2 SE/4 Section 2, T. 2 N., R. 15 E, Quitman, Clarke County, Mississippi, extending northerly from the centerline of West Donald Street to the centerline of Gay Street, and lying West of a line parallel and/or concentric with and 15 feet normally distant westerly from the centerline of Track ICC #43D. TENTH - Certain property situated in the E/2 NE/4 Section 24, T. 4 N., R. 14 E, Enterprise, Clarke County, Mississippi, described as all that part of that 27.67 acre tract acquired from E. McCrary 4-28-1853, recorded Book "F"/page 39, lying West of a line parallel and/or concentric with and 25 feet normally distant westerly from the Mobile District main track centerline; lying South of the centerline of Bridge Street; and North of a line radial to a 0°57' curve concave to the East in said main track centerline at Railroad Valuation Station 6332+03. AND, ELEVENTH - Certain property situated in the E/2 NE/4 Section 24, T. 4 N., R. 14 E, Enterprise, Clarke County, Mississippi, described as all that part of that 27.67 acre tract acquired from E. McCrary 4-28-1853, recorded Book "F"/page 39, lying East of a line parallel and/or concentric with and 25 feet normally distant easterly from the Mobile District main track centerline; lying North of a line radial to a 0°57' curve concave to the East in said main track centerline at Railroad Valuation Station 6332+03; and South of a line radial to said 0°57' curve concave to the East in the centerline of main track at Valuation Station 6346+85.

the following described
lands and property situated in the County of Lauderdale and State of
Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Mobile District, in the State of Mississippi, County of Lauderdale, extending on, over and across E/2 W/2 SECTION 33; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 28; SE/4 and E/2 NE/4 SECTION 21; W/2 NW/4 SECTION 22; W/2 SW/4 and NW/4 SECTION 15; E/2 SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 10; SE/4 and E/2 NE/4 SECTION 3; and W/2 NW/4 SECTION 2; T. 5 N., R. 15 E; AND, SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 35; and S/2 SE/4 SECTION 26; T. 6 N., R. 15 E; to a line perpendicular to the centerline of the Mobile District main track at Mile Post 132 in said S/2 SE/4 Section 26, T. 6 N., R. 15 E, LAUDERDALE COUNTY, MISSISSIPPI.

the following described
lands and property situated in the County of Jones and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Jones, extending northerly from line perpendicular to the centerline of the main track at Newton District Mile Post GG-110.00 at Laurel, JONES COUNTY, MISSISSIPPI, on, over and across NE/4 NW/4 SECTION 8; and E/2 W/2 and SW/4 SE/4 SECTION 5; T. 8 N., R. 11 W., ST. STEPHEN'S MERIDIAN; E/2 W/2 SECTION 32; E/2 W/2 SECTION 29; E/2 W/2 and NW/4 NW/4 SECTION 20; SE/4 SW/4 and W/2 W/2 SECTION 17; W/2 SE/4 SECTION 6; NE/4 SE/4 and NE/4 SECTION 7; and SW/4 SE/4 and W/2 SECTION 6; T. 9 N., R. 11 W; NE/4 NE/4 SECTION 1; T. 9 N., R. 12 W; AND, S/2 and NW/4 SECTION 36; NE/4 NE/4 SECTION 35; and S/2 NW/4 SECTION 26; T. 10 N., R. 12 W; JONES COUNTY, MISSISSIPPI; said property including: (A) Newton District compress spur right-of-way in S/2 SW/4 Section 5 and E/2 SE/4 Section 6, T. 8 N., R. 11 W; and Grantor's Kingston Branch right-of-way situated East of 100 foot wide Newton District right-of-way NE/4 NW/4 Section 32, T. 9 N. R. 11 W, Jones County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the SE/4 NW/4 Section 5, T. 8 N., R. 11 W, Jones County, Mississippi, described as follows: Begin at a point on the East line of Walters Avenue 250 feet South from the South line of Stainton Street, and run southerly along said East line of Walters Avenue 385 feet, more or less to a point 424 feet North from the North line of Central Avenue; thence East 115 feet, more or less, to a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Newton District Track ICC #24; thence northerly along said parallel and/or concentric line 390 feet, more or less to a property corner; thence westerly along a line perpendicular to said East line of Walters Avenue 125 feet, more or less to return to the point of beginning. SECOND - From the point where a line that lies parallel with and 12 feet normally distant easterly from the centerline of Newton District Track #30 intersects the South line of Fifth Street, run southerly along said parallel line, 180 feet to the POINT OF BEGINNING; thence easterly parallel with said South line of Fifth Street 130 feet, more or less to the West line of Cross Street; thence southerly along said West line of Cross Street, parallel and/or concentric with and 200 feet normally distant easterly from the centerline of the Newton District main track 1435 feet, more or less to the North line of First Street; thence westerly along said North line of First Street 110 feet, more or less to a line parallel and/or concentric with and 8.5 feet normally distant easterly from centerline of Newton District Track ICC #23; thence northerly along the last said parallel and/or concentric line 965 feet, more or less to North line E. Third Street extended; thence East along last said North line 30 feet, more or less, to aforesaid line parallel with and 12 feet easterly from centerline Track ICC #30; thence northerly along said parallel line 450 feet, more or less to return to the point of beginning; situated in E/2 NW/4 Section 5, T. 8 N., R. 11 W, Jones County, Mississippi. THIRD - Begin at intersection of West line Cross

Street and North line Fifth Street, and run westerly along said North line 135 feet, more or less, to a line parallel with and 50 feet normally distant easterly from centerline Newton District main track; thence northerly along said parallel line, 290 feet, more or less, to property corner 75 feet South from South line highway; thence easterly 170 feet, more or less, to property corner in said West line of Cross Street 100 feet South from said South highway line; thence southerly along said West line Cross Street 150 feet, more or less, to return to the point of beginning; situated in NE/4 NW/4 Section 5, T. 8 N. R. 11 W., Jones County, Mississippi. FOURTH - That property situated in the SE/4 NW/4 Section 32, T. 9 N., R. 11 W, Jones County, Mississippi, lying South of 50 foot wide 13th Street; West of the 200 foot wide right-of-way of the Southern Railroad; North of that 0.06 acre triangular tract conveyed by the GM&O Land Company to E.A.B. Harper, et al, by correction deed dated March 25, 1954; and East of that 7.31 acre tract of land conveyed by the GM&O Land Company to Woodall Industries, Inc. March 24, 1947. FIFTH - All of Grantor's Kingston Branch right-of-way situated West of the 100 foot wide Newton District right-of-way in the N/2 NW/4 Section 32, T. 9 N., R. 11 W, Jones County, Mississippi.

the following described lands

and property situated in the County of Jasper and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Jasper extending on, over and across N/2 NW/4 SECTION 26; W/2 W/2 SECTION 23; NE/4 NE/4 SECTION 22; S/2 and NW/4 SECTION 15; NE/4 NE/4 SECTION 16; S/2 SECTION 9; NE/4 S/2 and N/2 SECTION 8; S/2 SW/4 SECTION 5; and S/2 SECTION 6; T. 10 N., R. 12 W; N/2 S/2 and S/2 NW/4 SECTION 1; and NE/4 SECTION 2; T. 10 N., R. 13 W; SE/4 and W/2 NE/4 SECTION 33; W/2 E/2 and E/2 NW/4 SECTION 28; E/2 W/2 and W/2 E/2 SECTION 21 SW/4 and W/2 SE/4 SECTION 16; W/2 SECTION 9; and W/2 W/2 SECTION 4, T. 1 N., R. E., CHOCTAW MERIDIAN; W/2 SECTION 33; W/2 W/2 SECTION 28; E/2 E/2 SECTION 29; SW/4 and W/2 NW/4 SECTION 21; E/2 NE/4 SECTION 20; SW/4 and E/2 NW/4 SECTION 16; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 9; and, SW/4 SE/4 and E/2 E/2 SECTION 4; T. 2 N., R. 10 E; E/2 SE/4 SECTION 33; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 34; W/2 E/2 SECTION 27; W/2 E/2 SECTION 22; SE/4 SECTION 15; NW/4 SW/4 and NW/4 SECTION 14; SECTION 11; and, SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 2; T. 3 N., R. 10 E; AND, SE/4 SE/4 SECTION 35; W/2 SECTION 36; W/2 SW/4 SECTION 25; NE/4 SE/4 and E/2 NE/4 SECTION 26; E/2 E/2 SECTION 23; E/2 SE/4 and SE/4 NE/4 SECTION 14; W/2 W/2 SECTION 13; W/2 W/2 SECTION 12; and, W/2 W/2 SECTION 1; T. 4 N., R. 10 E; JASPER COUNTY, MISSISSIPPI, said property including: (A) Newton District spur track right-of-way at MP GG-141.0 in NW/4 SW/4 and SW/4 NW/4 Section 34, T. 3 N., R. 10 E, Jasper County, Mississippi, (B) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #4, South of operating railroad right-of-way, vicinity Mile Post GG-127.13 in SW/4 NW/4 Section 1, T. 10 N., R. W., Stringer, Jasper County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - Lots 8, 9 and 14, Block 3; Lots 8 and 13, Block 2; Lots 7, 13 and 14, Block 19; Lots 6 and 13, Block 20; and Lots 6 and 16, Block 21; Town of Mossville, lying West of 100 foot wide Newton District right-of-way in NW/4 NW/4 Section 26 and W/2 SW/4 Section 23, T. 10 N., R. 12 W, Jasper County, Mississippi. SECOND - Lots 10, 11, 12 and 13, Block 4; Lots 10, 11, 12 and 13, Block 3; Lots 9, 10, 11 and 12, Block 2; Lots 8, 9, 10, 11 and 12, Block 19; Lots 7, 8, 11 and 12, Block 20; and Lots 7, 8, 14 and 15, Block 21; Town of Mossville, lying East of 100 foot wide Newton District right-of-way in NW/4 NW/4 Section 2 and W/2 SW/4 Section 23, T. 10 N., R. 12 W, Jasper County, Mississippi. THIRD - All of the North 125 feet of that 150 foot wide strip lying North of the centerline of the Newton District main track in the SE/4 NW/4 Section 1, T. 10 N. R. 13 W, Jasper County, Mississippi. FOURTH - All of the North 60 feet of that 100 foot wide strip lying North of the centerline of the Newton District main track in the SW/4 NW/4 Section 1 and SE/4 NE/4 Section 2, T. 10 N., R. 13 W, Jasper County, Mississippi, that lies West of the centerline of Main Street. FIFTH - All of the South 125 feet of that 150 foot wide strip lying South of the centerline of the Newton District main track in the SE/4 NE/4 Section 2 and S/2 NW/4 and N/2 SW/4 Section 1, T. 10 N., R. 13 W, Jasper County, Mississippi. Subject to a 20 foot wide easement for track ICC #4, said easement hereinabove described and conveyed item (B). SIXTH - All of the West 100 feet of that 150 foot wide strip lying West of the centerline of the Newton District main track in the SW/4 SW/4 Section 28, T. 2 N., R. 10 E, Jasper County, Mississippi, and extending northerly from the centerline of Sixth Avenue, to the South line of that tract of land conveyed by Grantor to the Alexander Hardware Company, Inc. 6-23-1975.

SEVENTH - All of the East 125 feet of that 150 foot wide strip lying East of the centerline of the Newton District main track in the NW/4 SE/4 and W/2 NE/4 Section 27, T. 3 N., R. 10 E, Jasper County, Mississippi. EIGHTH - All of the East 75 feet of that 100 foot wide strip lying East of the centerline of the Newton District main track in the SW/4 NE/4 and W/2 SE/4 Section 2, T. 3 N., R. 10 E, Jasper County, Mississippi. NINTH - All of the West 125 feet of that 150 foot wide strip lying West of the centerline of the Newton District main track in the W/2 SE/4 and SE/4 SW/4 Section 2, T. 3 N., R. 10 E, Jasper County, Mississippi, and South of a line that lies parallel with and 210 feet normally distant southerly from the South line of that tract of land conveyed by Grantor to Weems Timber Products, Inc. 3-5-1981.

the following described

lands and property situated in the County of Newton and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Newton, extending continuing on, over and across SW/4, NW/4 SE/4 and NE/4 SECTION 36; T. 5 N., R. 10 E; NW/4 NW/4 SECTION 31; SW/4, NW/4 SE/4 and NE/4 SECTION 30; NW/4 NW/4 SECTION 29; SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 20; SE/4 SECTION 17; W/2 W/2 SECTION 16; E/2 E/2 SECTION 8; NW/4 SECTION 9; and SW/4 and W/2 E/2 SECTION 4; T. 5 N., R. 11 E.; SE/4 and SE/4 NE/4 SECTION 33; NW/4 SECTION 34; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 27; NW/4 NW/4 SECTION 26; SW/4, SE/4 NW/4 and NE/4 SECTION 23; SE/4 SECTION 14; NW/4 SW/4 and NW/4 SECTION 13; E/2 W/2 and W/2 NE/4 SECTION 12; and W/2 E/2 SECTION 1; T. 6 N., R. 11 E; W/2 E/2 SECTION 36; W/2 SE/4 and E/2 W/2 SECTION 25; SE/4 SW/4, SE/4 and SE/4 NE/4 SECTION 24; T. 7 N., R. 11 E; W/2 NW/4 SECTION 19; T. 7 N. R. 12 E; NE/4 NE/4 SECTION 24; SE/4, SW/4 NE/4 and E/2 NW/4 SECTION 13; SE/4 SW/4 and W/2 W/2 SECTION 12; and W/2 W/2 SECTION 1; T. 7 N., R. 11 E; W/2 W/2 SECTION 36; E/2 NE/4 SECTION 35; E/2 E/2 SECTION 26; W/2 NW/4 SECTION 25; SW/4, SE/4 NW/4 and NE/4 SECTION 24; and SE/4 and SE/4 NE/4 SECTION 13; T. 8 N., R. 11 E; W/2 NW/4 SECTION 18; W/2 SECTION 7; and SW/4 SW/4 SECTION 6; T. 8 N., R. 12 E; and, E/2 SE/4 and NE/4 SECTION 1; T. 8 N., R. 11 E; NEWTON COUNTY, MISSISSIPPI said property including: (A) Newton District spur track right-of-way at MP GG-164.9 in NE/4 SE/4 and SW/4 Section 14 and NW/4 SW/4 Section 13, T. 6 N., R. 11 E, Newton County, Mississippi; (B) Including all that portion of the Pear River District ("GN" line) wye property lying East of the Newton District station ground property and West of the West line of that property conveyed to Lottie Williams 5-18-84, said West line being the centerline of Russell Street situated in the W/2 SW/4 Section 6, T. 8 N., R. 12 E., Union, Newton County, Mississippi, (C) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #6, vicinity Cedar Street, at Mile Post GG-180.62 in E/2 E/2 Section 1, T. 8 N., R. 11 E., Union, Newton County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 2.59 acre triangular shaped tract lying South of the 100 foot wide Newton District right-of-way in the NW/4 NW/4 Section 31, T. 5 N., R. 11 E and NE/4 NE/4 Section 36, T. 5 N., R. 10 E., Newton County, Mississippi. SECOND - All of that 0.60 acre tract lying East of the 100 foot wide Newton District right-of-way in the NE/4 SE/4 Section 33, T. 6 N., R. 11 E, Newton County, Mississippi, as acquired by an early predecessor of Grantor from J.W. Phillips 7-30-1904, document recorded Book 26/page 123. THIRD - All of Grantor's Meridian District right-of-way in S/2 NW/4 Section 33 and S/2 NW/4 Section 34, T. 6 N., R. 11 E, Newton County, Mississippi. FOURTH - All of a 100 foot wide by 441 foot long tract lying East of the Newton District 100 foot wide right-of-way in the NE/4 SW/4 Section 25, T. 7 N., R. 11 E, Newton County, Mississippi. FIFTH - All of the West 75 feet of that 100 foot strip lying West of the Newton District main track centerline in the SE/4 NE/4 Section 24, T. 7 N., R. 11 E and W/2 NW/4 Section 19 T. 7 N., R. 12 E, Newton County, Mississippi.

SIXTH - All that part of the East 50 feet of that 100 foot strip lying East of the Newton District main track centerline in the SE/4 NE/4 Section 24, T. 7 N., R. 11 E and W/2 NW/4 Section 19, T. 7 N., R. 12 E, Newton County, Mississippi, and South of the South line of that tract of land conveyed by Grantor to James H. Addy 2-22-1977. SEVENTH - All that part of the East 125 feet of the original 250 foot wide Newton District station ground property at Union, Newton County, Mississippi, that lies South of the South line of that tract of land conveyed by Grantor to Billy Zane Ogletree 11-22-1974, said property situated in the NE/4 SE/4 and SE/4 NE/4 Section 1, T. 8 N., R. 11 E. Subject to a 20 foot easement for Track ICC #6, said easement hereinabove described and conveyed as item (c).

the following described

lands and property situated in the County of Neshoba and State of Mississippi
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Neshoba, extending on, over and across W/2 W/2 SECTION 36; SW/4 SW/4 SECTION 25; SE/4 and W/2 NE/4 SECTION 26; W/2 E/2 SECTION 23; E/2 SECTION 14; W/2 E/2 SECTION 11; and SE/4 and E/2 NE/4 SECTION 2; T. 9 N. R. 11 E; E/2 E/2 SECTION 35; E/2 and E/2 NW/4 SECTION 26; E/2 W/2 SECTION 23; E/2 W/2 SECTION 14; SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 11; NW/4 NW/4 SECTION 12; and W/2 W/2 SECTION 1; T. 10 N., R. 11 E; W/2 and NW/4 NE/4 SECTION 36; E/2 SECTION 25; W/2 E/2 SECTION 24; E/2 SECTION 13; E/2 E/2 SECTION 12; and E/2 E/2 SECTION 1; T. 11 N., R. 11 E; W/2 NW/4 SECTION 6; T. 11 N. R. 12 E; AND SW/4, E/2 NW/4 and NE/4 SECTION 31; SW/4 SE/4 and E/2 W/2 SECTION 30; E/2 W/2 SECTION 19; E/2 W/2 and W/2 E/2 SECTION 18; E/2 W/2 and W/2 NE/4 SECTION 7; and E/2 SECTION 6; T. 12 N., R. 12 E; NESHOBAMA COUNTY, MISSISSIPPI, said property including: Newton District spur track right-of-way at MP GG-194.8 in E/2 NW/4 Section 36, T. 11 N., R. 11 E, Neshoba County, Mississippi, (B) A 20' wide trackage easement, 10' either side of centerline of Newton District Track ICC #4, North of Hwy #15, vicinity Mile Post GG-195.38 in SW/4 Section 25, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; (C) Spur track right-of-way for Newton District Track ICC #13, vicinity Mile Post GG-196.0, S/2 NE/4 Section 25, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; (D) Spur track right-of-way for Newton District Track ICC #13A, vicinity Mile Post GG-196.4, N/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 11 N., R. 11 E., Philadelphia, Neshoba County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the East 75 feet of that 100 foot strip lying East of the Newton District main track centerline in the NW/4 NE/4 Section 23 and SW/4 SE/4 Section 14, T. 9 N., R. 11 E, Neshoba County, Mississippi. SECOND - All of the West 125 feet of that 150 foot strip lying West of the Newton District main track centerline in the E/2 NE/4 Section 2, T. 9 N., R. 11 E Neshoba County, Mississippi. THIRD - All of the East 60 feet of that 100 foot strip lying East of the Newton District main track centerline in the E/2 NE/4 Section 2, T. 9 N., R. 11 E, Neshoba County, Mississippi. FOURTH - All that part of the West 60 feet of that 100 foot strip lying West of the Newton District main track centerline in the SW/4 SE/4 Section 25, T. 11 N., R. 11 E, Neshoba County, Mississippi, and South of the centerline of Main Street. FIFTH - All that part of the East 125 feet of that 150 foot strip lying East of the Newton District main track centerline in the NW/4 NE/4 Section 36 and SW/4 SE/4 Section 25, T. 11 N., R. 11 E, Neshoba County, Mississippi, and lying South of the South line of that 110' X 125' tract conveyed by Grantor to Spencer's Inc. 10-22-1982. SIXTH - All that part of the West 75 feet of that 100 foot strip lying West of the centerline of the Newton District main track in the W/2 SE/4 Section 25, T. 11 N., R. 11 E, Neshoba County, Mississippi, lying North of the centerline of Beacon Street and lying South of the South line of that tract conveyed by Grantor to the Molpus Company 11-29-1983. Subject to a 20 foot easement for Track ICC #4, said easement hereinabove described and conveyed as item (B).

SEVENTH - All of the West 125 feet of that 150 foot strip lying West of the Newton District main track centerline in the NE/4 SW/4, E/2 NW/4 and NW/4 NE/4 Section 31, T. 12 N., R. 12 E, Neshoba County, Mississippi. EIGHTH - All of the East 125 feet of that 150 foot strip lying East of the Newton District main track centerline in the W/2 SE/4 Section 6, T. 12 N., R. 12 E, Neshoba County, Mississippi.

the following described

lands and property situated in the County of Winston and State of Mississippi
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Winston, extending on, over and across SE/4 SECTION 31; W/2 and NW/4 NE/4 SECTION 32; SE/4 SECTION 29; NW/4 SW/4 and NW/4 SECTION 28; E/2 SW/4 and W/2 E/2 SECTION 21; SE/4 and E/2 NE/4 SECTION 16; E/2 E/2 SECTION 9; E/2 SE/4 SECTION 4; and NW/4 SW/4 and NW/4 SECTION 3; T. 13 N., R. 12 E; E/2 SW/4 and W/2 E/2 SECTION 34; E/2 W/2 and W/2 E/2 SECTION 27; E/2 W/2 and W/2 E/2 SECTION 22; E/2 W/2 and W/2 E/2 SECTION 15; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 10; and W/2 W/2 SECTION 3; T. 14 N., R. 12 E; W/2 SW/4 and SW/4 NW/4 SECTION 34; E/2 E/2 SECTION 33; SE/4, SW/4 NE/4, NE/4 SW/4 and NW/4 SECTION 28; W/2 SW/4 SECTION 21; NE/4 SE/4, S/2 NE/4 and NW/4 SECTION 20; SW/4 SW/4 SECTION 17; E/2 and N/2 NW/4 SECTION 18; and SW/4 SW/4 SECTION 7; T. 15 N., R. 12 E; AND, SE/4, N/2 SW/4 and SW/4 NW/4 SECTION 12; NE/4 and NE/4 NW/4 SECTION 11; SE/4 SECTION 2; and N/2 SE/4, S/2 NE/4 and E/2 NW/4 SECTION 3; T. 15 N., R. 11 E; WINSTON COUNTY, MISSISSIPPI, said property including: New Albany District spur track right-of-way at MP GG-222.9 in NE/4 SE/4 Section 20, T. 15 N., R. 12 E, Winston County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the W/2 SW/4 Section 34, T. 15 N., R. 12 E, Winston County, Mississippi, described as follows: Begin at the Northeast corner of property conveyed to Paul D. Pearson 3-20-1984, said point being in the South line of the North 60 feet of the SW/4 SW/4 said Section 34, 450 feet normally distant easterly from the centerline of the New Albany District main track, and run northerly parallel and/or concentric with said main track centerline 865 feet, more or less, to a property corner; thence westerly radia to said main track centerline 275 feet to a property corner; thence southerly in a straight line 390 feet to a point in the North line of the South 410 feet of the NW/4 SW/4 said Section 34; thence southerly 487 feet, more or less, to a point in the aforesaid South line North 60 feet said SW/4 SW/4 50 feet West of the point of beginning; thence East along said South line 50 feet to return to said point of beginning. SECOND - All that part of the West 85 feet of that 125 foot strip lying West of the centerline of the New Albany District main track in the SE/4 NE/4 Section 33, T. 5 N., R. 12 E, Winston County, Mississippi, and South of the South line of that 88' X 325' tract conveyed to Charles Haggard 10-8-1980. THIRD - All that part of the East 100 feet of that 125 foot strip lying East of the centerline of the New Albany District main track in the E/2 NE/4 Section 33, T. 15 N., R. 12 E, Winston County, Mississippi, lying North of the centerline of Cagle Street and East of a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Track ICC #27. FOURTH - All of the North 75 feet of that 100 foot strip lying North of the New Albany District main track centerline in the NW/4 SW/4 Section 2 and N/2 SE/4 and S/2 NE/4 Section 3, T. 15 N., R. 11 E, Winston County, Mississippi.

FIFTH - All that part of the South 125 feet of that 150 foot wide strip lying South of the centerline of the New Albany District main track in the NW/4 SW/4 Section 2 and N/2 SE/4 Section 3, T. 15 N., R. 11 E, Winston County, Mississippi, and lying East of a line parallel with and 370 feet normally distant easterly from the East line of property conveyed to the Tennessee River Pulp and Paper Company 7-25-1978.

the following described

lands and property situated in the County of Choctaw, State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Newton District and New Albany Districts, in the State of Mississippi, County of Choctaw, extending on, over and across SW/4 and SW/4 NW/4 SECTION 34; NE/4 SECTION 33; SW/4 SE/4 and SW/4 SECTION 28; N/2 SE/4, NE/4 SW/4 and NW/4 SECTION 29; SW/4 SW/4 SECTION 20; E/2 E/2 SECTION 19; NW/4 NW/4 SECTION 20; SE/4 SE/4 SECTION 18; W/2 W/2 SECTION 17; W/2 SECTION 8; and E/2 W/2 and W/2 E/2 SECTION 5; T. 16 N., R. 11 E; W/2 W/2 SECTION 31; T. 17 N., R. 11 E; E/2 E/2 SECTION 36; T. 17 N., R. 10 E., AND, NW/4 SECTION 31; E/2 SW/4 and NE/4 SECTION 30; and E/2 SECTION 19; T. 17 N., R. 11 E; to a line perpendicular to New Albany District main track in NW/4 NE/4 said Section 19, T. 17 N., R. 11 E. at Mile Post GG-239.5 (Valuation Station 12645+80) North of Ackerman, CHOCTAW COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All of the West 75 feet of that 100 foot strip lying West of the New Albany District main track centerline in the N/2 NE/4 Section 30 and S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi. SECOND-All that part of the East 125 feet of that 150 foot strip lying East of the New Albany District main track centerline in the N/2 SE/4 Section 30 and S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi, lying South of the centerline of Seward Avenue; North of State Hwy. #12; and East of a line parallel and/or concentric with and 10 feet normally distant easterly from the centerline of New Albany District Track ICC #5. AND, THIRD-All that part of the East 125 feet of that 150 foot strip lying East of the New Albany District main track centerline in the S/2 SE/4 Section 19, T. 17 N., R. 11 E, Choctaw County, Mississippi, and lying North of the North line of that tract of land conveyed to Billy Perry McGaugh, et ux, 9-13-1976.

the following described lands

and property situated in the County of Tuscaloosa and State of Alabama to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Warrior Branch, in the State of Alabama, County of Tuscaloosa, extending east from the West line of 26th Avenue, Tuscaloosa, TUSCALOOSA COUNTY, ALABAMA, at Warrior Branch Mile Post MW-0.17 (Valuation Station 8+77), on, over and across N, NE/4 SECTION 27; N/2 NW/4 SECTION 26; S/2 S/2 SECTION 23; and S/2 SECTION 24; T. S., R. 10 W, HUNTSVILLE MERIDIAN; AND, N/2 S/2 and NE/4 SECTION 19; W/2 SE/4 and NE/4 SECTION 18; NW/4 NW/4 SECTION 17; SE/4 SE/4 SECTION 7; W/2 SW/4 and NW/4 SECTION 8; SE/4 SW/4 and SE/4 SECTION 5; N/2 SW/4 and S/2 N/2 SECTION 4; and NW/4 and N/2 NE/4 SECTION 3; T. 21 S., R. 9 W, TUSCALOOSA COUNTY, ALABAMA; to a line radial to a 2° curve concave to the North in Warrior Branch main track centerline in NW/4 NW/4 said Section 3, T. 21 S., R. 9 W at Mile Post MW-8.58 (Valuation Station 452+06), Fox, TUSCALOOSA COUNTY, ALABAMA; said property including: (A) Warrior Branch spur track right-of-way at Mile Post MW-6.8 in NE/4 SE/4 Section and NW/4 SW/4 Section 4, T. 21 S., R. 9 W, Tuscaloosa County, Alabama; (B) Right-of-way Warrior Branch Track ICC #3 at Valuation Station 9+51.8, Mile Post 0.18, NE/4 Section 27, T. 21 S., R. 10 W., Tuscaloosa, Tuscaloosa County, Alabama LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY, All of that 1212 foot long parcel lying North of a line parallel with and 50 feet normally distant northerly from said Warrior Branch main track centerline, and South of the Warrior River in the NW/4 Section 4, T. 21 S., R. 9 W, Tuscaloosa County, Alabama

the following described
lands and property situated in the County of Newton and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Newton All of the right-of-way and property of the Illinois Central Gulf Railroad Company's Pearl River District ("GA" line) extending westerly from the West property line of Grantor's Newton District in the vicinity of Mile Post GA-0 at Union, NEWTON COUNTY, MISSISSIPPI, on, over and across the E/2 and N/2 NW/4 SECTION 1, T. 8 N., R. 11 E., CHOCTAW MERIDIAN, NEWTON COUNTY, MISSISSIPPI; on, over and across N/2 N/2 SECTION 5; T. 8 N., R. 11 W, NEWTON COUNTY, MISSISSIPPI; on, over and across N/2 NW/4 SECTION 5; and NE/4 and S/2 NW/4 SECTION 6; T. 8 N., R. 10 E, NEWTON COUNTY, MISSISSIPPI, said property including: (A) Pearl River District station ground property West of Newton District right-of-way and South of Mile Post GA-0 in E/2 Section 1, T. 8 N., R. 11 E at Union, Newton County, Mississippi; AND (B) Pearl River District North Wye property, vicinity Mile Post GA-0.4 in NE/4 NW/4 Section 1, T. 8 N., R. 11 E, Newton County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY and property: FIRST - All of Lots 1, 2, 3, 4, 7, 8, 9 and 10, Block 13, McMahon's Subdivision; all of Lots 3, 4, 6 and 7, Block 4, McMahon's Subdivision; AND, that part of Lots 1 and 2, said Block 4, lying West of a line parallel with and 10 feet normally distant westerly from the centerline of Pearl River District Track ICC #19, in NE/4 SE/4 SECTION 1; T. 8 N., R. 11 E, at Union, Newton County, Mississippi. SECOND - That portion SW/4 NE/4 Section 1, T. 8 N. R. 11 E, Union, Newton County, Mississippi, described as follows: Begin at point on East line Walnut Street 298 feet North of North line Gum Street, and run northerly along said East line of Walnut Street 146 feet, more or less to a point 86 feet North of North line of Hickory Street; thence easterly parallel with said North line of Hickory Street, 150 feet to a point; thence northerly parallel with said East line of Walnut Street, 303.5 feet; thence easterly, parallel with the South line of Jackson Road 22 feet, more or less to a property corner; thence northerly parallel with said East line of Walnut Street 79 feet, more or less to said South line of Jackson Road; thence easterly along said South line of Jackson Road 190 feet, more or less to a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Pearl River District Track ICC #23; thence southerly along said parallel and/or concentric line 725 feet, more or less to the aforesaid North line of Gum Street; thence westerly along said North line of Gum Street 150 feet, more or less to the Southeast corner of that 70' X 262' parcel conveyed to Carleton Oil Company, Inc. 12-4-74; thence northerly along the East line of said "Oil Company" property 250 feet, more or less, to the Northeast corner thereof in said South line of Hickory Street; thence westerly along said South line of Hickory Street 280 feet, more or less, to return to the point of beginning.

the following described
lands and property situated in the County of Neshoba and State of Mississippi
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Neshoba, extending on, over and across SW/4 SW/4 SECTION 36; S/2 S/2 and NW/4 SW/4 SECTION 35; SE/4 SE/4 and N/2 S/2 SECTION 34; N/2 S/2 SECTION 33; SE/4 and S/2 SW/4 SECTION 32; and S/2 SE/4 and SW/4 SECTION 31, T. 9 N., R. 11 E, NESHOPA COUNTY, MISSISSIPPI; on, over and across S/2 SECTION 36; N/2 S/2 SECTION 35; N/2 SE/4, S/2 N/2 and NE/4 SW/4 SECTION 34; S/2 N/2 and NW/4 SW/4 SECTION 33; S/2 SECTION 32; and SE/4 SE/4 SECTION 31; T. 9 N., R. 10 E, NESHOPA COUNTY, MISSISSIPPI, said property including: SW/4 SW/4 Section 36 and SE/4 SE/4 Section 35, T. 9 N., R. 11 E, Neshoba County Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY and property: All of the North 50 feet of that 100 foot strip lying North of the Pearl River District main track centerline in the NW/4 SW/4 Section 35, T. 9 N., R. 10 E, at Neville, Neshoba County, Mississippi.

the following described
lands and property situated in the County of Scott and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Scott, extending on, over and across N/2 and W/2 SW/4 SECTION 1; E/2 SE/4 SECTION 2; NE/4, S/2 NW/4 and N/2 SW/4 SECTION 11; N/2 SE/4 and SW/4 SECTION 10; SE/4 and S/2 SW/4 SECTION 9; S/2 SE/4 and SW/4 SECTION 8; and N/2 SE/4, NE/4 SW/4, SW/4 NE/4 and NW/4 SECTION 7; T. 8 N., R. 9 E; NE/4 NE/4 SECTION 12; SE/4, N/2 SW/4 and SW/4 NW/4 SECTION 1; and NE/4 SECTION 2; T. 8 N., R. 8 E., SCOTT COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: All of the Southeast 50 feet of that 100 foot strip lying Southeast of the Pearl River District main track centerline in the NW/4 Section 1, T. 8 N., R. 9 E, at Sebastopol, Scott County, Mississippi.

the following described
lands and property situated in the County of Leake and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Pearl River District, in the State of Mississippi, County of Leake, SW/4 SE/4, SW/4 and SW/4 NW/4 SECTION 35; NE/4 SECTION 34; and S/2 S/2 SECTION 27; T. 9 N., R. 8 E, LEAKE COUNTY, MISSISSIPPI.

the following described

lands and property situated in the County of Lauderdale and State of

Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Lauderdale, extending northerly from a line perpendicular to the centerline of the Artesia District main track at Mile Post MM-138.81 (Railroad Valuation Station 7332+62), South of Marion, LAUDERDALE COUNTY, MISSISSIPPI, on, over and across NE/4 SE/4 SECTION 33; NW/4 SW/4 and NW/4 SECTION 34; SE/4 SW/4, SE/4 and NE/4 SECTION 27; NW/4 NW/4 SECTION 26; SW/4, E/2 NW/4 and W/2 NE/4 SECTION 23; SE/4 and SE/4 NE/4 SECTION 14; W/2 NW/4 SECTION 13; SW/4, SE/4 NW/4, NW/4 SE/4 and S/2 NE/4 SECTION 12; T. 7 N., R. 16 E., CHOCTAW MERIDIAN; NW/4 and W/2 NE/4 SECTION 7; SE/4 and SE/4 NE/4 SECTION 6; and W/2 NW/4 SECTION 5; T. 7 N., R. 17 E.; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 32; SE/4 and SE/4 NE/4 SECTION 29; N/2 SECTION 28; SW/4 NW/4, SW/4 and SW/4 NE/4 SECTION 27; N/2 NE/4 SECTION 34; N/2 NW/4 and NW/4 NE/4 SECTION 35; S/2 SE/4 SECTION 26; SW/4 and E/2 NW/4 SECTION 25; E/2 W/2 and W/2 E/2 SECTION 24; and W/2 SE/4 and NE/4 SECTION 13; T. 8 N., R. 17 E.; and NW/4 NW/4 SECTION 18; SW/4, NW/4 SE/4 and NE/4 SECTION 7; NW/4 NW/4 SECTION 8; and SW/4 and E/2 NW/4 SECTION 5; T. 8 N., R. 18 E., LAUDERDALE COUNTY, MISSISSIPPI, said property including: Artesia District spur track ICC #215 right-of-way at Mile Post MM-139.8 in NE/4 NW/4 Section 34 and SE/4 SW/4 Section 27; T. 7 N., R. 16 E., Lauderdale County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) That part of the SW/4 SE/4 Section 27, T. 7 N., R. 16 E., Marion, Lauderdale County, Mississippi, described as follows: Begin at a point on the centerline of Tallahatta Street extended 115 feet normally distant easterly from the centerline of the Artesia District main track, and run northerly in a straight line 370 feet to a point 100 feet normally distant easterly from said main track centerline; thence westerly perpendicular to said main track centerline 75 feet to a point 25 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to said centerline of Tallahatta Street extended; thence easterly along said Tallahatta Street centerline extended to return to the point of beginning. (SECOND) All that part of the NW/4 NE/4 Section 7 and all that part of the SW/4 SE/4 Section 6, T. 7 N., R. 17 E., Lauderdale County, Mississippi; lying West of the original 100 foot wide Artesia District right-of-way; lying North of the South line of the North 300 feet said NW/4 NE/4 Section 7; and South of the South line of the North 1400 feet said SW/4 SE/4 Section 6. (THIRD) All that part of the North 462 feet of the South 1662 feet of the W/2 SW/4 Section 32, T. 8 N., R. 17 E., Lauderdale County, Mississippi, lying West of the original 100 foot wide Artesia District right-of-way. (FOURTH) All that part of the N/2 S/2 Section 24, T. 8 N., R. 17 E., Lauderdale, Lauderdale County, Mississippi, being a 145 foot wide parcel lying East of a line parallel with and 25 feet normally distant easterly from the Artesia District main track centerline North of Ponta Street and South of Spring Street. (FIFTH) All of a 3.8 acre tract situated in E/2 NE/4 NW/4 and SW/4 NW/4 NE/4 Section 32, T. 6 N., R. 16 E., St. Stephen's Meridian, Lauderdale County, Mississippi, including access easement, as acquired from Mrs. Ida E. Mattox 5-29-1968, recorded Deed Book 647-page 18.

the following described

lands and property situated in the County of Kemper and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Kemper, extending on, over and across E/2 W/2 and W/2 E/2 SECTION 32; W/2 SE/4 and E/2 W/2 SECTION 29; W/2 SECTION 20; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 17; SE/4 SE/4 SECTION 8; W/2 SECTION 9; W/2 SECTION 4; and NE/4 NE/4 SECTION 5; T. 9 N., R. 18 E; E/2 SE/4 and NE/4 SECTION 32; E/2 SECTION 29; E/2 SECTION 20; E/2 SECTION 17; E/2 SECTION 8; and W/2 E/2 SECTION 5; T. 10 N., R. 18 E; E/2 SECTION 32; NW/4 NW/4 SECTION 33; W/2 SECTION 28; E/2 W/2 and W/2 E/2 SECTION 21; W/2 E/2 and E/2 NW/4 SECTION 16; E/2 SW/4 and NW/4 SECTION 9; SW/4 SW/4 SECTION 4; and E/2 SE/4 and NE/4 SECTION 5; T. 11 N., R. 18 E; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 32; W/2 SW/4 SECTION 29; E/2 SE/4 and NE/4 SECTION 30; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 19; and SW/4 SW/4 SECTION 18; T. 12 N., R. 18 E; and SE/4, SW/4 NE/4 and NW/4 SECTION 13; SW/4 SW/4 SECTION 12; SE/4, SW/4 NE/4 and NW/4 SECTION 11; SW/4 SW/4 SECTION 2; and E/2 and NE/4 NW/4 SECTION 3; T. 12 N., R. 17 E; KEMPER COUNTY, MISSISSIPPI, said property including: Artesia District spur track ICC #233B at Mile Post MM-168.4 in S/2 SE/4 Section 8, T. 10 N., R. 18 E, and spur track #238A right-of-way at Mile Post MM-173.1 in SW/4 NE/4 Section 21, T. 11 N., R. 18 E; Kemper County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of that 280 foot wide by 950 foot long tract lying West of the original 100 foot wide Artesia District right-of-way, and all of that 93.3 foot wide by 950 foot long tract lying East of said original 100 foot wide right-of-way in the NE/4 Section 17, T. 9 N., R. 18 E., Kemper County, Mississippi. SECOND - All of a 100 foot wide strip lying East of the original 100 foot wide Artesia District right-of-way in the SW/4 SW/4 Section 9, T. 9 N., R. 18 E., Kemper County, Mississippi. THIRD - All of that 280 foot wide by 300 foot long tract lying West of a line parallel with and 50 feet westerly from the centerline of the Artesia District main track in the NW/4 SW/4 Section 4, T. 9 N., R. 18 E., Narketta, Kemper County, Mississippi. FOURTH - All of that 3.2 acre tract lying West of the original 100 foot wide Artesia District right-of-way in the NW/4 SE/4 Section 29, T. 10 N., R. 18 E., Portersville, Kemper County, Mississippi, as acquired from J.C. Porter and W. Tucker 4-16-1886, recorded Book "C"/page 529. FIFTH - All that part of the N/2 SE/4 and SW/4 NE/4 Section 8, T. 10 N., R. 18 E., Sucarnochee, Kemper County, Mississippi; lying East of a line parallel with and 25 feet normally distant easterly from the centerline of the Artesia District main track; West of the West line of Front Street extended; North of a line parallel with and 200 feet normally distant southerly from the westerly extension of the South line of First Street; and South of the North line of said SW/4 NE/4 Section 8. SIXTH - All of the West 75 feet of that 100 foot wide strip lying West of the Artesia District main track centerline in the NE/4 SE/4 Section 5, T. 11 N., R. 18 E, Scooba, Kemper County, Mississippi and extending southerly from the centerline of Johnson Street to a line parallel with and 250 feet normally distant southerly from the South line of said Johnson Street.

SEVENTH - All that part of the West 50 feet of that 100 foot wide strip lying West of the Artesia District main track centerline in the S/2 NE/4 Section 5, T. 11 N., R. 18 E, Scooba, Kemper County, Mississippi, that lies North of the South line of Sanders Street. EIGHTH - A 99 year lease and easement for microwave tower, guy wires and access over property situated in SE/4 SW/4 Section 14, T. 10 N., R. 17 E., St. Stephen's Meridian, Kemper County, Mississippi, as granted by J.V. Hunnicutt, et ux, 1-23-1970 recorded Book 133-page 310.

the following described

lands and property situated in the County of Noxubee and State of Mississippi
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Noxubee, extending on, over and across E/2 W/2 SECTION 34; SW/4 and NW/4 SECTION 27; NE/4 SECTION 28; S/2 SE/4, E/2 SW/4 and NE/4 SECTION 21; W/2 SECTION 16; W/2 W/2 SECTION 9; W/2 SW/4 SECTION 4; and NE/4 SE/4 and NE/4 SECTION 5; T. 13 N., R. 17 E; W/2 E/2 SECTION 32; E/2 SECTION 29; E/2 SECTION 20; E/2 E/2 SECTION 17; W/2 NW/4 SECTION 16; W/2 W/2 SECTION 9; and W/2 W/2 SECTION 4; T. 14 N., R. 17 E; W/2 W/2 SECTION 33; W/2 W/2 SECTION 28; W/2 SW/4 SECTION 21; E/2 E/2 SECTION 20; E/2 SECTION 17; E/2 SECTION 8; and W/2 E/2 and E/2 NW/4 SECTION 5; T. 15 N., R. 17 E; E/2 W/2 SECTION 32; E/2 W/2 SECTION 29; E/2 W/2 and W/2 E/2 SECTION 20; W/2 SECTION 17; SW/4 SW/4 SECTION 8; E/2 SECTION 7; and SW/4 SE/4 and W/2 SECTION 6; T. 16 N. R. 17 E; and E/2 SECTION 1; T. 16 N., R. 16 E; NOXUBEE COUNTY, MISSISSIPPI, said property including: (A) Artesia District Track #252 and #254 right-of-way vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E; (B) Spur track #258 right-of-way at Mile Post MM-196.2 in NW/4 SW/4 Section 4, T. 14 N., R. 17 E; (C) Track #263, #265 and #267 right-of-way vicinity Mile Post MM-197.7 in W/2 NW/4 Section 33, T. 15 N. R. 7 E; (D) Spur track #270 right-of-way at Mile Post MM-198.6 in W/2 NW/4 Section 28, T. 15 N., R. 17 E, Noxubee County, Mississippi, (E) A trackage easement 20' wide, 10' either side of centerline of Artesia District Track #252 lying westerly of a line 25 feet normally distant westerly from the centerline of the Artesia District main track, vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Mississippi; (F) A trackage easement 20' wide, 10' either side of centerline of Artesia District Track #254 lying easterly of a line 50 feet normally distant easterly from the centerline of the Artesia District main track, vicinity Mile Post MM-188.3 in W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Mississippi; (G) A trackage easement 20' wide, 10' either side of centerline of Artesia District Track #267 lying westerly of a line 50 feet normally distant westerly from the centerline of the Artesia District main track, vicinity Mile Post MM-197.7 in W/2 NW/4 Section 33, T. 15 N., R. 7 E., Shuqualak, Mississippi; (H) A trackage easement 20' wide, 10' either side of centerline of Artesia District Tracks #263 and #265, lying easterly of a line 25 feet normally distant easterly from the centerline of the Artesia District main track, vicinity Mile Post MM-197.7 in W/2 NW/4 Section 33, T. 15 N., R. 7 E., Macon, Mississippi; (I) All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deed covering the conveyance of property located in Macon, Noxubee County, Mississippi from the Illinois Central Gulf Railroad Company to Farmers Four County Grain, Inc. dated April 1978, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 175 feet of that 200 foot wide strip lying West of the Artesia District main track centerline in the W/2 Section 16, T. 13 N., R. 17 E, Shuqualak, Noxubee County, Mississippi situated between the North line of South Street and the centerline of Pine Street. Subject to a 20 foot wide trackage easement for Track ICC #252. SECOND - All of the East 150 feet of

that 200 foot strip lying East of the Artesia District main track centerline in the W/2 Section 16, T. 13 N., R. 17 E., Shuqualak, Noxubee County, Mississippi, situated between the North line of South Street and the centerline of Pine Street. Subject to 20 foot wide trackage easements for Artesia District Tracks #252 and #254, said easements hereinabove described and conveyed as items (E) and (F).

THIRD - All of the East 150 feet of that 200 foot strip lying East of the Artesia District main track centerline in the NW/4 Section 16, T. 13 N., R. 17 E., Shuqualak, Noxubee County, Mississippi, situated between the centerline of Pine Street and the South line of North Street. FOURTH - That part of the W/2 W/2 Section 33, T. 15 N., R. 17 E., Macon, Noxubee County, Mississippi, described as follows: Begin at a point on the North line of the NW/4 NW/4 said Section 33, 50 feet East from the Northwest corner thereof, and run South parallel with the West line said Section 33, 2000 feet; thence southeasterly in a straight line 910 feet to a point 50 feet perpendicularly distant westerly from the Artesia District main track centerline; thence easterly 25 feet to a point 25 feet perpendicularly distant westerly from said main track centerline; thence northerly parallel with said main track centerline to the South line of said NW/4 NW/4; thence West along said South line to a point 50 feet perpendicularly distant westerly from said main track centerline; thence northerly parallel with said main track centerline to the aforesaid North line NW/4 NW/4; thence West along said North line to return to the point of beginning. Subject to a 20 foot wide trackage easement for Artesia District Track ICC #267, said easement hereinabove described and conveyed as item (G).

FIFTH - That part of the SW/4 NW/4 Section 33, T. 15 N., R. 17 E., Macon, Noxubee County, Mississippi, described as follows: Begin at a point on the South line of Hale Street 250 feet normally distant easterly from the centerline of the Artesia District main track and run South parallel with said main track centerline 700 feet; thence West to a point 25 feet perpendicularly distant easterly from said main track centerline; thence northerly parallel with said main track centerline to the westerly extension of the aforesaid South line of Hale Street; thence easterly along said South line to return to the point of beginning. Subject to a 20 foot wide trackage easement for both Artesia District Track ICC #265 and Track ICC #261, said easements hereinabove described and conveyed as items (G) and (H).

SIXTH - All of a rectangular shaped parcel situated in the NE/4 SW/4 Section 20, T. 16 N., R. 17 E., Brooksville, Noxubee County, Mississippi; the East line of said parcel fronts 525 feet on the West line of the original 100 foot wide Artesia District right-of-way and the North line of said parcel fronts 417 feet on the North line of said NE/4 SW/4. SEVENTH - All of the West 175 feet of that 200 foot strip lying West of the Artesia District main track in the NE/4 NW/4 Section 20 and the SE/4 SW/4 Section 17, T. 16 N., R. 17 E., Brooksville, Noxubee County, Mississippi.

the following described

lands and property situated in the County of Lowndes and State of Mississippi
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Lowndes, extending on, over and across W/2 W/2 SECTION 34; W/2 W/2 SECTION 27; NE/4 NE/4 SECTION 28; E/2 SECTION 21; SW/4 SE/4 and W/2 SECTION 16; W/2 W/2 SECTION 9; E/2 E/2 SECTION 8; and E/2 E/2 SECTION 5; T. 17 N., R. 16 E.; E/2 SECTION 32; E/2 SECTION 29; W/2 E/2 SECTION 20; W/2 E/2 SECTION 17; W/2 E/2 SECTION 8; and E/2 SECTION 5; T. 18 N., R. 16 E.; and, E/2 E/2 SECTION 32; NW/4 NW/4 SECTION 33; SE/4 SE/4 SECTION 29; W/2 W/2 SECTION 28; and W/2 SECTION 21; T. 19 N., R. 16 E., LOWNDES COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 125 feet of that 150 foot strip lying West of the Artesia District main track centerline in the W/2 NW/4 Section 34 and the SW/4 SW/4 Section 27, T. 17 N., R. 16 E., Crawford, Lowndes County, Mississippi. SECOND - All that part of the East 125 feet of that 150 foot wide strip lying East of the Artesia District main track centerline in the SW/4 SW/4 Section 27, T. 17 N., R. 16 E., Crawford, Lowndes County, Mississippi, lying North of the North line of that tract of land conveyed to the Lapeyrouse Grain Corporation of Mississippi 3-4-1982. THIRD - All that portion of the West 150 feet of that 250 foot wide strip lying West of the Artesia District main track centerline in the NW/4 NE/4 Section 20 and SW/4 SE/4 Section 17, T. 18 S., R. 16 E., Artesia, Lowndes County, Mississippi, lying North of the easterly extension of the centerline of Lee Street. FOURTH - That part of the NW/4 SW/4 and SW/4 NW/4 Section 28, T. 19 N., R. 16 E., Mayhew, Lowndes County, Mississippi, described as follows: Begin at a point on the West line said NW/4 SW/4 464.5 feet South from the Northwest corner thereof, and run South 375.5 feet; thence East to a line parallel with and 50 feet normally distant westerly from the Artesia District main track centerline; thence northerly along said parallel line 1498.6 feet; thence westerly at a right angle to the last described course, 150 feet; thence southerly parallel with said main track centerline 1160 feet; thence westerly in a straight line to return to the point of beginning. FIFTH - All of a 150' X 1200' strip lying easterly of the East line of the original 100 foot wide Artesia District right-of-way in the NW/4 SW/4 and SW/4 NW/4 Section 28, T. 19 N., R. 16 E., Mayhew, Lowndes County, Mississippi.

the following described
lands and property situated in the County of Clay and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Clay, extending on, over and across W/2 SECTION 16; E/2 W/2 SECTION 9; and E/2 W/2 SECTION 4; T.19 N., R.16 E; SECTION 1; T.18 S., R.6 E; CHICKASAW MERIDIAN; W/2 W/2 SECTION 36; W/2 SW/4 SECTION 25; E/2 E/2 SECTION 26; E/2 SECTION 23; SW/4 SE/4 and W/2 SECTION 14; W/2 W/2 SECTION 11; E/2 NE/4 SECTION 2; and E/2 E/2 SECTION 3; T.17 S., R. 6E; and, E/2 E/2 SECTION 34; E/2 E/2 SECTION 27; and E/2 E/2 SECTION 22; T.16 S., R.6 E. CLAY COUNTY, MISSISSIPPI, said property

including: All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deeds covering the conveyance of property located at West Point, Clay County, Mississippi from the Illinois Central Gulf Railroad Company to the City of West Point, Mississippi dated November 19, 1975 and deed from the Illinois Central Gulf Railroad Company to the City of West Point, Mississippi dated July 25, 1981, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND

PROPERTY: FIRST - That part of the NE/4 SW/4 and SE/4 NW/4 Section 14, T.17 S., R.6 E, West Point, Clay County, Mississippi, described as follows: Begin at a point on the South line of Travis Street 190 feet East from the East line of Cemetery Street, and run southerly perpendicular to said South line of Travis Street 170 feet; thence easterly at a right angle to the last described course 20 feet; thence southerly at a right angle to the last described course 170 feet; thence easterly at a right angle to the last described course 20 feet; thence southerly at a right angle to the last described course 240 feet; thence easterly at a right angle to the last described course to a point 25 feet perpendicularly distant westerly from the centerline of the Artesia District main track; thence northerly parallel with said main track centerline to the aforesaid South line of Travis Street; thence westerly along said South line to return to the point of beginning. SECOND - That part of the NW/4 Section 14, T. 17 S., R. 6 E., West Point, Clay County, Mississippi described as follows: Begin at a point on the West line of East Cotrell Street 162 feet northerly from the North line of Westbrook Street, and run westerly perpendicular to said West line of East Cotrell Street 80 feet; thence southerly parallel with said West line to the aforesaid North line of Westbrook Street; thence westerly along said North line to a point 25 feet perpendicularly distant easterly from the centerline of the Artesia District main track; thence northerly parallel with said main track centerline to the South line of Broad Street; thence easterly along said South line to a point 100 feet westerly from the aforesaid West line of East Cotrell Street; thence southerly parallel with said West line 100 feet; thence easterly parallel with said South line of Broad Street 100 feet to said West line of East Cotrell Street; thence southerly along said West line to return to the point of beginning.

the following described
lands and property situated in the County of Monroe and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Monroe, extending on, over and across E/2 E/2 SECTION 15; E/2 E/2 SECTION 10; and E/2 E/2 SECTION 3; T.16 S.,R.6 E; E/2 SECTION 34; W/2 E/2 SECTION 27; W/2 E/2 SECTION 22; W/2 SE/4, E/2 SW/4 and NW/4 SECTION 15; W/2 SECTION 10; W/2 SECTION 3; and NE/4 NE/4 SECTION 4; T.15 S.,R.6 E; SE/4 and W/2 SECTION 33; E/2 NE/4 SECTION 32; E/2 SECTION 29; SW/4 SE/4 and W/2 SECTION 20; W/2 SW/4 SECTION 17; E/2 SECTION 18; W/2 SE/4, NE/4 SW/4 and NW/4 SECTION 7; and SW/4 and SW/4 NW/4 SECTION 6; T.14 S.,R.6 E; MONROE COUNTY, MISSISSIPPI; on, over and across W/2 W/2 SECTION 31; T.11 S.,R.6 E, MONROE COUNTY, MISSISSIPPI, said property including: Artesia District wye track #51A and #51B and spur track #51C right-of-way at Mile Post MM-246.3 in W/2 Section 3, T.15 S.,R.6 E, Monroe County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 150' X 600' parcel lying westerly of the original 100 foot wide Artesia District right-of-way in the E/2 SE/4 Section 3, T.16 S.,R.6 E., Monroe County, Mississippi. SECOND - All that part of the West 95 feet of that 150 foot strip lying West of the Artesia District main track centerline in the S/2 NE/4 Section 34, T.15 S.,R.6 E, Muldon, Monroe County, Mississippi, lying South of the South line of Mississippi State Hwy. #25. THIRD - All of the West 120 feet of that 200 foot strip lying West of the Artesia District main track centerline in the NW/4 NW/4 Section 10, T.15 S.,R.6 E, Prairie, Monroe County, Mississippi.

the following described

lands and property situated in the County of Chickasaw and State of Mississippi:
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Chickasaw, extending on, over and across E/2 NE/4 SECTION 1; T. 14 S., R. 5 E.; E/2 E/2 SECTION 36; E/2 SECTION 25; E/2 SECTION 24; W/2 E/2 and E/2 W/2 SECTION 13; E/2 W/2 SECTION 12; W/2 SECTION 1; and NE/4 NE/4 SECTION 2; T. 13 S., R. 5 E., and E/2 SECTION 35; S/2 Section 26; E/2 SECTION 23; E/2 SE/4 SECTION 14; W/2 SECTION 13; E/2 SW/4, W/2 SE/4 and NE/4 SECTION 12; and E/2 E/2 SECTION 1; T. 12 S., R. 5 E., CHICKASAW COUNTY, MISSISSIPPI, said property including: (A) Okolona District spur track #64, #64A and #66 right-of-way vicinity Mile Post MM-260.9 in NW/4 Section 35, (B) Spur track #76A and #76B right-of-way vicinity Mile Post MM-261.5 in SW/4 Section 26, T. 12 S., R. 5 E., Chickasaw County, Mississippi; (C) A trackage easement 20' wide, 10' either side of centerline of tracks ICC #64 and 64A, South of Warren Street and West of line original 200' wide right-of-way, vicinity Okolona District Mile Post MM-260.79, NW/4 Section 35, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - That part of the SE/4 SE/4 Section 36, T. 13 S., R. 5 E., Egypt, Chickasaw County, Mississippi, described as follows: From the Southeast corner said SE/4 SE/4, run West along the South line thereof 500 feet; thence northerly along a line forming an angle to the right of 82°40' with the western extension of the last described course 250 feet to the POINT OF BEGINNING; thence continuing northerly along the last described course 240 feet to a point; thence northerly along a line forming an angle to the left of 59°12' a distance of 452.9 feet to a property corner; thence westerly along a line forming an angle to the left of 73°39' with the northern extension of the last described course 170.5 feet to a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Artesia District main track; thence southerly along said parallel and/or concentric line 450 feet; thence southeasterly in a straight line to return to the point of beginning. SECOND - That part of the NE/4 Section 35, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at the point where the West line of the original 200 foot wide Okolona District right-of-way intersects the South line of Warren Street, and run southerly along said West right-of-way line 600 feet; thence westerly parallel with said South line of Warren Street 324 feet; thence northerly at a right angle to the last described course, to said South line of Warren Street; thence easterly along said South line to return to the point of beginning. Subject to a 20 foot wide trackage easement for Track ICC #64A and Track ICC #64, said easement hereinabove described and conveyed as item (C). THIRD - All that part of the SW/4 NE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, lying West of a line parallel and/or concentric with and 50 feet normally distant westerly from the centerline of the Okolona District main track; East of Fleming Street; South of the North line of Wheeler Street; and North of the North line extended of that tract conveyed to the Lapeyrouse Grain Corporation of Mississippi 6-2-1975.

FOURTH - That part of the NW/4 SE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: From a point on the East line of Fleming Street 290 feet southerly from the South line of Jefferson Street, run easterly parallel with said South line of Jefferson Street 370 feet to the POINT OF BEGINNING; thence continuing easterly 230 feet to a property corner; thence northerly parallel with said East line of Fleming Street 290 feet to said South line of Jefferson Street; thence westerly along said South line 10 feet to the West line of Childe Street; thence northerly along said West line 460 feet; thence westerly at a right angle to the last described course 110 feet; thence southerly in a straight line to return to the point of beginning. FIFTH - That part of the W/2 NE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at a point on the North line of Wheeler Street 70 feet normally distant easterly from the centerline of the Okolona District main track, and run easterly along said North line of Wheeler Street to the West line of Childe Street; thence northerly along said West line of Childe Street 290 feet; thence westerly at a right angle to the last described course to a point 150 feet normally distant easterly from said main track centerline; thence northerly parallel with said main track centerline to a point 1282 feet northerly from said North line Winter Street; thence West to a point 50 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to a point 370 feet northerly of said North line Winter Street; thence easterly at a right angle to the last described course 20 feet; thence southerly parallel with said main track centerline to return to the point of beginning. SIXTH - That part of the NW/4 SE/4 Section 26, T. 12 S., R. 5 E., Okolona, Chickasaw County, Mississippi, described as follows: Begin at the intersection of the South line of Jefferson Street and East line of Fleming Street, and run southerly along said East line of Fleming Street 290 feet to a property corner; thence easterly parallel with said South line of Jefferson Street, 55 feet, more or less, to a line parallel with and 10 feet normally distant westerly from the centerline of Track IOC #76A; thence northerly along said parallel line, 280 feet, more or less, to the eastern extension of said South line of Jefferson Street; thence westerly along said South line, 100 feet, more or less, to return to the point of beginning.

the following described
lands and property situated in the County of Lee and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Lee, extending on, over and across SE/4 SE/4 SECTION 36; T. 11 S., R. 5 E.; LEE COUNTY, MISSISSIPPI; W/2 SECTION 30; E/2 W/2 and W/2 NE/4 SECTION 19; E/2 SW/4 and W/2 E/2 SECTION 18; W/2 E/2 and E/2 W/2 SECTION 7; and W/2 SECTION 6; T. 11 S., R. 6 E.; W/2 SECTION 31; W/2 SECTION 30; W/2 W/2 SECTION 19; W/2 and NW/4 NE/4 SECTION 18; SECTION 7; and E/2 SECTION 6; T. 10 S., R. 6 E.; E/2 E/2 SECTION 31; W/2 NW/4 SECTION 29; W/2 W/2 SECTION 30; W/2 SECTION 20; E/2 W/2 SECTION 17; E/2 SW/4 and W/2 E/2 SECTION 8; and W/2 E/2 SECTION 5; T. 9 S., R. 6 E.; E/2 SECTION 32; S/2 S/2 and E/2 E/2 SECTION 29; W/2 NE/4 SECTION 28; W/2 SECTION 21; W/2 SECTION 16; E/2 W/2 SECTION 9; and E/2 W/2 and W/2 NE/4 SECTION 4; T. 8 S., R. 6 E.; AND, E/2 SECTION 33; NW/4 NW/4 SECTION 34; SW/4, NW/4 SE/4 and NE/4 SECTION 27; SE/4 SE/4 SECTION 22; W/2 SECTION 23; SE/4 SW/4 and E/2 SECTION 14; E/2 E/2 SECTION 11; and E/2 E/2 SECTION 2; T. 7 S., R. 6 E., LEE COUNTY, MISSISSIPPI, said property including: (A) Okolona District Industrial lead #93A right-of-way at Mile Post MM-272.1 in NW/4 Section 6, T. 11 S., R. 6 E.; (B) Industrial Track #96, #96B and #96C and spur track #97, #97A, #97C, #97D, #97E, #97J, #97JA and #97JB in vicinity Mile Post MM-277.5 in Section 7; (C) Industrial Lead #100B, #100C, #100D, #100E and #100H vicinity Mile Post MM-278.1 in E/2 Section 6, T. 10 S., R. 6 E.; (D) Industrial spur track #100A right-of-way at Mile Post MM-278.8 in S/2 Section 31, T. 9 S., R. 6 E.; (E) Industrial lead right-of-way at Mile Post MM-285.9 in S/2 S/2 Section 29, T. 8 S., R. 6 E., Lee County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of a 150' X 1200' tract lying East of a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Okolona District main track in the W/2 NE/4 and E/2 NW/4 Section 19, T. 11 S., R. 6 E., Shannon, Lee County, Mississippi. SECOND - All of a rectangular shaped parcel situated in the SW/4 NW/4 Section 30, T. 10 S., R. 6 E., Lee County, Mississippi; the East line of said parcel fronts 366 feet on the West line of the original 100 foot wide Okolona District right-of-way and the North line of said parcel fronts 165 feet on the North line of said SW/4 NW/4. THIRD - All of the West 125 feet of that 150 foot strip lying West of the Okolona District main track centerline in the SW/4 SW/4 Section 19; T. 10 S., R. 6 E., Verona, Lee County, Mississippi. FOURTH - All that part of the East 125 feet of that 150 foot strip lying East of the Okolona District main track centerline in the SW/4 SW/4 Section 19, T. 10 S., R. 6 E.; Verona, Lee County, Mississippi; lying South of the South line of that property conveyed to the Sun Gas Company 11-7-1978. FIFTH - All that part of the East 125 feet of that 150 foot strip lying East of the Okolona District main track centerline in the SW/4 SW/4 Section 19, T. 10 S., R. 6 E.; Verona, Lee County, Mississippi; lying North of the North line of that property conveyed to Better Brands Distributing Company, Inc. 8-8-1974. SIXTH - That part of the SW/4 Section 27, T. 7 S., R. 6 E., Guntown, Lee County, Mississippi, described as follows: From the intersection of the centerline of the Okolona District main track with the North line NW/4 SE/4 said Section 27, run southerly along said main track centerline 1949 feet; thence easterly at a right angle to the last described course 50 feet to the POINT OF BEGINNING; thence continuing easterly along the last described course 100 feet; thence northerly parallel with said main track

centerline 900 feet; thence northerly in a straight line 430 feet to a point 50 feet normally distant easterly from said main track centerline; thence southerly parallel with said main track centerline to return to the point of beginning. SEVENTH - All of the West 110 feet of that 135 foot strip lying West of the Okolona District main track centerline in the NE/4 NE/4 Section 2, T. 7 S., R. 6 E, Baldwin, Lee County, Mississippi; lying North of the North line of Lee Street and South of the South line of that property conveyed to B.A. McVey, Jr. and L.M. McVey 8-25-1975. EIGHTH - All of the East 105 feet of that 165 foot strip lying East of the Okolona District main track centerline in the NE/4 NE/4 Section 2, T. 7 S., R. 6 E, Baldwin, Lee County, Mississippi; lying North of the North line of Lee Street and South of the South line of that property conveyed to J.R. Joyner, 2-8-1977. NINTH - All of a 0.057 acre tract situated in SE/4 SW/4 Section 20, T. 8 S., R. 6 E., Chickasaw Meridian, Lee County, Mississippi, including guy wire and access easements as acquired from L. Brown, et ux, 10-16-1969, recorded Book 865-page 379.

the following described lands and

property situated in the County of Prentiss and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Prentiss, extending on, over and across E/2 SE/4 SECTION 35; W/2 W/2 SECTION 36; W/2 SECTION 25; E/2 SW/4 and W/2 E/2 SECTION 24; E/2 SECTION 13; and E/2 SE/4 SECTION 12; T.6 S., R.6 E; W/2 W/2 SECTION 7 and W/2 SECTION 6; T.6 S., R.7 E; E/2 SE/4 and W/2 E/2 SECTION 31; SE/4 SECTION 30; NW/4 SW/4 and N/2 SECTION 29; S/2 SE/4 SECTION 20; W/2 SECTION 21; E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 16; SE/4 SE/4 SECTION 9; W/2 W/2 SECTION 10; and SW/4, E/2 NW/4 and W/2 NE/4 SECTION 3; T.5 S., R.7 E, and E/2 SECTION 34; NW/4 NW/4 SECTION 35; SW/4 E/2 NW/4 and W/2 NE/4 SECTION 26; E/2 SECTION 23; E/2 E/2 SECTION 14; W/2 NW/4 SECTION 13; and E/2 E/2 SECTION 11; T.4 S., R.7 E, PRENTISS COUNTY, MISSISSIPPI, said property including: Okolona District spur track #135 at Mile Post MM-309 in NW/4 SW/4 Section 10, T.5 S., R.7 E, Prentiss County, Mississippi, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST-All that part of that 100' X 1306' tract lying West of the original 100 foot wide Okolona District right-of-way in the W/2 NW/4 Section 7, T.6 S., R.7 E, Wheelers, Prentiss County, Mississippi, lying West of a line parallel and/or concentric with and 10 feet normally distant westerly from the centerline of Track ICC #130. SECOND-All of a 0.057 acre tract situated in NE/4 SW/4 Section 3, T.5 S., R.7 E., Chickasaw Meridian, Prentiss County, Mississippi, including guy wire and access easements as acquired from C.W. Bolton, et ux, 2-4-1970, recorded Book 92-page 116.

the following described

lands and property situated in the County of Alcorn and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Artesia and Okolona Districts, in the State of Mississippi, County of Alcorn, extending on, over and across E/2 E/2 SECTION 2; T. 4 S., R. 7 E; E/2 E/2 SECTION 35; E/2 E/2 SECTION 26; E/2 E/2 SECTION 23; W/2 NW/4 SECTION 24; SW/4, SE/4 NW/4 and NE/4 SECTION 13; and SE/4 SECTION 12; T. 3 S., R. 7 E; NW/4 SW/4 and NW/4 SECTION 7; and E/2 W/2 and W/2 E/2 SECTION 6; T. 3 S., R. 8 E; W/2 SECTION 31; and W/2 W/2 SECTION 30; T. 2 S. R. 8 E; E/2 E/2 SECTION 25; E/2 SECTION 24; W/2 E/2 and NW/4 SECTION 13; N/2 and SW/4 SECTION 14; W/2 SECTION 12; W/2 SW/4 SECTION 1; and E/2 E/2 SECTION 2; T. 2 S., R. 7 E; and, E/2 E/2 SECTION 35; T. 1 S., R. 7 E., ALCORN COUNTY, MISSISSIPPI, to a line parallel and/or concentric with and 50 feet normally distant southwesterly from the centerline of the Illinois Central Gulf Railroad Company's Birmingham District main track Northwest of Corinth, ALCORN COUNTY, MISSISSIPPI, at approximate Okolona District Mile Post MM-330.35; said property including: (A) Okolona District South Corinth Industrial area trackage #200, 201, 202, 202b, 203, 203a and W. F. Hall Lead track and right-of-way West of Mile Post MM-327.3 in Sections 13 and 14; (b) Spur track #150, #150A, #150B and #150C right-of-way, at Mile Post MM-328.5 in W/2 NW/4 Section 12, T. 2 S., R. 7 E, Alcorn County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All that part of the N/2 NW/4 Section 12 and S/2 SW/4 Section 1, T. 2 S., R. 7 E., Corinth, Alcorn County, Mississippi, described as follows: Begin at intersection of South line Fleming Street and West line of U.S. Hwy. #45, and run southerly along said West line 353.41 feet to a property corner; thence westerly at a right angle to the last described course 75 feet; thence northerly in a straight line to a point on said South line of Fleming Street 100 feet westerly from said West line of Hwy. #45; thence easterly along said South line 100 feet to return to the point of beginning. AND, SECOND - All that part of the W/2 SW/4 Section 1, T. 2 S., R. 7 E, Corinth, Alcorn County, Mississippi; lying North of the centerline of Wick Street; South of a line parallel with and 45 feet normally distant southerly from the centerline of the Southern Railway Company's main track; East of the southerly extension of the West line of Jackson Street; and West of the West line of that property conveyed to P. Flannigan 1-20-1977.

the following described

lands and property situated in the County of Choctaw and State of Mississippi
to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Choctaw, extending northeasterly from a line perpendicular to the centerline of the main track at Aberdeen District Mile Post H-47.5 (Valuation Station 2498+64) East of Pentress, CHOCTAW COUNTY, MISSISSIPPI, on, over and across NE/4 NE/4 SECTION 35; SE/4 SE/4 SECTION 26; NW/4 NW/4 SECTION 36; and S/2 SW/4 and SE/4 SECTION 25; T. 17 N., R. 10 E., CHOCTAW MERIDIAN; and NW/4 SW/4 and S/2 N/2 SECTION 30; S/2 N/2 SECTION 29; NW/4 SECTION 28; SE/4 SW/4 and E/2 SECTION 21; SE/4 and SE/4 NE/4 SECTION 16; NW/4 SW/4, N/2 and NE/4 SE/4 SECTION 15; SW/4 NW/4 and N/2 S/2 SECTION 14; and N/2 S/2 SECTION 13; T. 17 N., R. 11 E., CHOCTAW COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying West of the West line of that 115 foot by 280 foot parcel conveyed to T.J. Busby and Mrs. G.T. Busby 5-5-1972. (SECOND) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying West of a line parallel with and 230 feet normally distant westerly from the West line of 50 foot wide Commerce Street and East of the East line of that 34' X 110' parcel conveyed to J.P. Coleman 3-29-1973. (THIRD) That part of the North 75 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying West of the centerline of 50 foot wide Commerce Street and East of a line parallel with and 230 feet normally distant westerly from said West line of Commerce Street. (FOURTH) That part of the North 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying East of the East line of that 125' X 150' parcel conveyed to Donald E. Ellis 12-1-1976. (FIFTH) That part of the South 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, lying West of the centerline of 50 foot wide Chester Street. (SIXTH) All of the South 50 feet of that 100 foot wide strip lying South of the centerline of the Aberdeen District main track in the S/2 NW/4 Section 29, T. 17 N., R. 11 E., Ackerman, Choctaw County, Mississippi, and lying East of the East line of that 56' X 310' parcel conveyed to James P. Coleman 4-4-1968.

the following described lands and
property situated in the County of Oktibbeha and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Oktibbeha, extending on, over and across N/2 SW/4 and S/2 N/2 SECTION 18, N/2 SECTION 17; N/2 N/2 SECTION 16; SE/4 SE/4 SECTION 9; S/2 SECTION 10; NW/4 SW/4 and NW/4 SECTION 11; SE/4 SW/4 and SE/4 SECTION 2; and N/2 SW/4, SE/4 NW/4 and NE/4 SECTION 1; T.17 N., R. 12 E; N/2 NW/4 SECTION 6; T.17 N., R. 13 E; S/2 SW/4 and SE/4 SECTION 31; NW/4 SW/4, S/2 NW/4 and NE/4 SECTION 32; SE/4 SE/4 SECTION 29; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 28; NW/4 and NW/4 NE/4 SECTION 27; SE/4 SW/4 and SE/4 SECTION 22; N/2 SW/4, S/2 NW/4 and NE/4 SECTION 23; SE/4 SE/4 SECTION 14; NW/4 NW/4 SECTION 24; and SW/4, N/2 SE/4 and S/2 NE/4 SECTION 13; T.18 N., R. 13 E; NW/4 and NW/4 NE/4 SECTION 18; SE/4 SECTION 7; SW/4, SE/4 NW/4 and NE/4 SECTION 8; W/2 SECTION 9; S/2 SW/4 and SE/4 SECTION 4; and NW/4 SW/4, NW/4 and N/2 NE/4 SECTION 3; T.18 N., R. 14 E; SE/4 SE/4 SECTION 34; SW/4, NW/4 SE/4 and, NE/4 SECTION 35; SE/4 SE/4 SECTION 36; and SW/4, N/2 SE/4 and SE/4 NE/4 SECTION 25; T.19 N., R. 14 E; NW/4 and N/2 NE/4 SECTION 30; S/2 SE/4 SECTION 19; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 20; NW/4 and NW/4 NE/4 SECTION 21; SE/4 SW/4, SE/4 and E/2 NE/4 SECTION 16; NW/4 NW/4 SECTION 15; SW/4, E/2 NW/4 and W/2 NE/4 SECTION 10; SE/4 and SE/4 NE/4 SECTION 3; and NW/4 SW/4 and NW/4 SECTION 2; T.19 N., R. 15 E; and, E/2 SW/4, NW/4 SE/4 and NE/4 SECTION 35; T.20 N., R. 15 E, OKTIBBEHA COUNTY, MISSISSIPPI; said property including: (A) Aberdeen District industrial park lead right-of-way in SE/4 SW/4 Section 4 and N/2 NW/4 Section 9, T.18 N., R. 14 E, Oktibbeha County, Mississippi; (B) A 20' wide trackage easement, 10' each side of centerline of track serving Dairy Feed Co., Inc., South of Lafayette Street, vicinity Mile Post M-74.7 in N/2 NE/4 Section 3, T.18 N., R. 14 E., Starkville, Oktibbeha County, Mississippi; (C) All right, title and interest retained by or accruing to the Illinois Central Gulf Railroad Company under conditions and reservations as set forth in deed covering the conveyance of property located in Starkville, Oktibbeha County, Mississippi from the Illinois Central Gulf Railroad Company to Dairy Feed Company, Inc. dated February 27, 1972, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: (FIRST) - All of the North 67 feet of that 100 foot wide strip lying North of the centerline of the Aberdeen District main track in the N/2 NE/4 Section 3, T.18 N., R. 14 E, Starkville, Oktibbeha County, Mississippi, and lying West of the centerline of Lafayette Street and East of the East line of Washington Street. (SECOND) - That part of the Aberdeen District station ground property situated in the N/2 NE/4 Section 3, T.18 N., R. 14 E, Starkville, Oktibbeha County, Mississippi, described as follows: Begin at a point on the East line of Washington Street 33 feet perpendicularly distant southeasterly from the centerline of the Aberdeen District main track, and run East parallel with the North line of said N/2 NE/4 Section 3 a distance of 133 feet, more or less, to a point 210 feet West from the West line of Lafayette Street as measured along said parallel line; thence South at a right angle to the last described course 110 feet; thence East parallel with the aforesaid North line N/2 NE/4 Section 3 a distance of 210 feet, more or less, to said West line Lafayette Street; thence North along said West line Lafayette Street to a point 33 feet perpendicularly distant southeasterly from said main track centerline; thence southwesterly parallel with said main track centerline 390 feet, more or less to return to the point of beginning. Subject to a 20 foot easement for that track serving the Dairy Feed Company, Inc., said easement hereinabove described and conveyed as item (B). (THIRD) - All of the West 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the SW/4 Section 10 and NW/4 NW/4 Section 15, T.19 N., R. 15

E, at Osborn, Oktibbeha County, Mississippi. (FOURTH) - All of the East 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the SW/4 Section 10 and NW/4 NW/4 Section 15, T.19 N., R.15 E at Osborn, Oktibbeha County, Mississippi. (FIFTH) - All of the East 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the NW/4 Section 2, T.19 N., R.15 E and S/2 SW/4 Section 35, T.20 N., R.15 E at Muldrow, Oktibbeha County, Mississippi. (SIXTH) - All of the West 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the NW/4 Section 2, T. 19 N., R. 15 E and S/2 SW/4 Section 35, T. 20 N., R. 15 E at Muldrow, Oktibbeha County, Mississippi.

the following described

lands and property situated in the County of Clay and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Clay, extending on, over and across SECTION 26; T. 20 N., R. 15 E, CHOCTAW MERIDIAN; E/2 SECTION 29; W/2 SECTION 28; SW/4, SE/4 NW/4, NW/4 SE/4 and NE/4 SECTION 21; SE/4 SE/4 SECTION 16; SW/4, SE/4 NW/4 and NE/4 SECTION 15; SE/4 SE/4 SECTION 10; W/2 SECTION 11; and SE/4 SW/4, W/2 SE/4 and NE/4 SECTION 2; T. 17 S., R. 6 E, CHICKASAW MERIDIAN; E/2 SE/4 SECTION 35; W/2 SW/4 and NW/4 SECTION 36; SW/4, SE/4 NW/4 and W/2 NE/4 SECTION 25; and SE/4 and E/2 NE/4 SECTION 24; T. 16 S., R. 6 E; and, NW/4 NW/4 SECTION 19; T. 16 S., R. 7 E, CLAY COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the West 50 feet of the original 250 foot wide Aberdeen District station ground property situated in the W/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 16 S., R. 6 E at Whites, Clay County, Mississippi. SECOND - All of the East 100 feet of the original 250 foot wide Aberdeen District station ground property situated in the W/2 NE/4 Section 25 and SW/4 SE/4 Section 24, T. 16 S., R. 6 E, at Whites, Clay County, Mississippi.

the following described
lands and property situated in the County of Monroe and State of Mississippi to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Aberdeen District, in the State of Mississippi, County of Monroe, extending W/2 SECTION 18; SE/4 SW/4, W/2 SE/4 and NW/4 SECTION 7; E/2 SE/4 SECTION 6; and NW/4 SW/4 and NW/4 SECTION 5; T. 16 S., R. 7 E; SW/4, E/2 NW/4 and NW/4 NE/4 SECTION 32; E/2 SECTION 29; E/2 SE/4 SECTION 20; W/2 SW/4 and NW/4 SECTION 21; SW/4, SE/4 NW/4 and NE/4 SECTION 16; SW/4 SECTION 9; NW/4 SW/4, NW/4 and NW/4 NE/4 SECTION 10; SE/4 SECTION 3; and NW/4 SW/4 and NW/4 SECTION 2; T. 15 S., R. 7 E; AND, W/2 SECTION 35; and SW/4 SECTION 26; T. 14 S., R. 7 E; to a line perpendicular to said Aberdeen District main track centerline in said W/2 Section 35, T. 14 S., R. 7 E, at Mile Post H-106.05 (Valuation Station 5590+10) at Aberdeen, MONROE COUNTY, MISSISSIPPI, LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the East 100 feet of that 150 foot strip lying East of the centerline of the Aberdeen District main track in the E/2 NW/4 Section 18 and SE/4 SW/4 and SW/4 SE/4 Section 7, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi. SECOND - All of the West 50 feet of that 100 foot strip lying West of the Aberdeen District main track centerline in E/2 NW/4 Section 18, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi, and lying South of the South line of that 0.65 acre tract of land conveyed to Mrs. Bruce Knox 9-7-1945. THIRD - All of the West 50 feet of that 100 foot wide strip lying West of the Aberdeen District main track centerline in SE/4 SW/4 Section 7, T. 16 S., R. 7 E, at Strong, Monroe County, Mississippi. FOURTH - All of the West 100 feet of that 150 foot wide strip lying West of the Aberdeen District main track centerline in NW/4 SW/4 Section 10, T. 15 S., R. 7 E, Monroe County, Mississippi. FIFTH - That part of NW/4 Section 35, T. 14 S., R. 7 E, at Aberdeen, Monroe County, Mississippi, described as follows: Begin at point on North line Jackson Street 50 feet perpendicularly distant westerly from Aberdeen District main track centerline, and run northerly parallel with said main track centerline 1695 feet, more or less, to South line property conveyed to Tennessee River Pulp and Paper Company 7-25-1978; thence westerly along said "Paper Company" South line to a point in the North line of Washington Street 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 220 feet, more or less, to West line Lot 349, Block 23, Old Aberdeen; thence South along said West line Lot 349 extended, a distance of 70 feet, more or less, to Southwest corner Lot 350, said Block 23; thence East along said South line Lot 350 to point 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 70 feet, more or less, to the West line Lot 347, said Block 23; thence South along said West line Lot 347 to Southwest corner thereof in North line Jefferson Street; thence East along said North line Jefferson Street to a point 100 feet perpendicularly distant westerly from said main track centerline; thence southerly parallel with said main track centerline 1205 feet, more or less, to aforesaid North line Jackson Street; thence East along said North line Jackson Street to return to the point of beginning.

XTH - That part of NW/4 Section 35, T. 14 S., R. 7 E, at Aberdeen, Monroe County, Mississippi, described as follows: Begin at point in North line Jackson Street 50 feet perpendicularly distant easterly from the Aberdeen District main track centerline, and run northerly parallel with said main track centerline 1935 feet, more or less, to South line Commerce Street; thence East along said South line Commerce Street 185 feet, more or less, to West line Walnut Street; thence South along said West line Walnut Street 210 feet, more or less, to point 150 feet perpendicularly distant easterly from said main track centerline; thence southerly parallel with said main track centerline 990 feet, more or less, to South line Madison Street; thence East along said South line Madison Street 50 feet, more or less, to West line Poplar Street; thence South along said West line Poplar Street 125 feet, more or less, to point 150 feet perpendicularly distant easterly from said main track centerline; thence southerly parallel with said main track centerline 590 feet, more or less, to aforesaid North line Jackson Street; thence West along said North line Jackson Street to return to the point of beginning. SEVENTH - That triangular portion Block 2, Old Aberdeen, S/2 SW/4 Section 26, T. 14 S., R. 7 E, Aberdeen, Monroe County, Mississippi, lying East of line parallel and/or concentric with and 50 feet normally distant easterly from centerline Aberdeen District main track. AND, EIGHTH - That part of S/2 SW/4 Section 26, T. 14 S., R. 7 E, Aberdeen, Monroe County, Mississippi, described as follows: Begin at Northwest corner Lot 864, Block 99, Old Aberdeen in South line Fulton Street, and run South along the West line said Lot 864 a distance of 150 feet to Southwest corner thereof; thence West along North line Lot 868, said Block 99, a distance of 5 feet, more or less, to a property corner; thence southerly a distance of 35 feet, more or less, to a line parallel and/or concentric with and 50 feet normally distant easterly from the centerline of the Aberdeen District main track; thence southerly along said parallel and/or concentric line 140 feet, more or less, to the North line of Canal Street; thence East along said North line of Canal Street to the West bank of the Tombigbee River; thence northerly along said West bank to the aforesaid South line of Fulton Street; thence West along said South line of Fulton Street to return to the point of beginning.

the following described land
and property situated in the County of Lowndes and State of Mississippi to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Montgomery District, in the State of Mississippi, County of Lowndes, extending easterly from the East line of Grantor's original 500 foot wide Artesia District station group property at Artesia, LOWNDES COUNTY, MISSISSIPPI at Mile Post MR-0.22, on, over and across NW/4 NE/4 SECTION 20; SW/4 SE/4 and E/2 SE/4 SECTION 17; SW/4 SW/4 and N/2 S/2 SECTION 16; N/2 SW/4 and S/2 N/2 SECTION 15; N/2 SECTION 14; N/2 N/2 SECTION 13; and SE/4 SE/4 SECTION 12; T. 18 N., R. 16 E, CHOCTAW MERIDIAN; NW/4 NW/4 SECTION 18; S/2 S/2 SECTION 7; SW/4, NW/4 SE/4 and S/2 NE/4 SECTION 8; NW/4 and NW/4 NE/4 SECTION 9; SE/4 SW/4 and SE/4 SECTION 4; N/2 SW/4, S/2 NW/4 and NE/4 SECTION 3; and NW/4 NW/4 SECTION 2; T. 18 N., R. 17 E; SE/4 SE/4 SECTION 34; SW/4 SE/4 NW/4 and S/2 NE/4 SECTION 35; SW/4 NW/4 and N/2 N/2 SECTION 36; and S/2 SE/4 SECTION 25; T. 19 N., R. 17 E; S/2 SW/4, SE/4 and NE/4 NE/4 SECTION 30; and N/2 S/2, S/2 NE/4 and W/2 NW/4 FRACTIONAL SECTION 29; T. 19 N., R. 18 E; S/2 N/2 FRACTIONAL SECTION 20; N/2 SECTION 21; N/2 and W/2 SW/4 SECTION 22; NW/4, S/2 N/2 and NW/4 SE/4 SECTION 23; and S/2 NW/4 and N/2 S/2 SECTION 24; T. 18 S., R. 18 HUNTSVILLE MERIDIAN; AND; S/2 SECTION 19; SW/4 SW/4 SECTION 20; NW/4, S/2 NE/4 NE/4 SE/4 SECTION 29; SW/4 SECTION 28; NE/4 NW/4 and N/2 NE/4 SECTION 33; N/2 N/2 SECTION 34; S/2 S/2 SECTION 27; and S/2 SW/4 and SW/4 SE/4 SECTION 26; T. 18 S., R. 17 W, LOWNDES COUNTY, MISSISSIPPI, SAID PROPERTY INCLUDING: (A) All Montgomery District wye property at Artesia, Lowndes County, Mississippi; (B) Spur track right-of-way at Mile Post MR-16.5 in W/2 E/2 Section 23, T. 18 S. R. 18 W, Lowndes County, Mississippi; (C) Right-of-way for tracks ICC #16 and #16A at Mile Post MR-13.0, Track ICC #19 at Mile Post MR-13.73, Tracks ICC #25C, 27, 25B and 31 vicinity Mile Post MR-14.0, Track ICC #34 "Gravel Pit Spur" and Tracks ICC #34B and 36C vicinity Mile Post MR-14.56, and Track ICC #38A at Mile Post MR-16.32, Columbus, Lowndes County, Mississippi; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST) All of that 2.99 acre tract acquired by the former Mobile and Ohio Railroad Company from L.A. Whitfield 12-31-1870, document recorded Book 41/page 577, said tract 315 feet wide fronts 420 feet on the Northwest line of Grantor's 100 foot wide right-of-way in the N/2 Section 3, T. 18 N., R. 17 E, Lowndes County, Mississippi. SECOND) All of the Northeast 50 feet of Grantor's original 200 foot wide by 2000 foot long right-of-way situated in the NE/4 SE/4 Section 29 and SW/4 Section 28, T. 18 S., R. 17 W, Lowndes County, Mississippi. THIRD) All of the Southwest 50 feet of Grantor's original 200 foot wide by 2000 foot long right-of-way situated in the NE/4 SE/4 Section 29 and SW/4 Section 28, T. 18 S., R. 17 W, Lowndes County, Mississippi. FOURTH) All of that 3.70 acre tract of land acquired by said former Railroad Company from T. McCrary et al, 6-12-1897, document recorded Book 76/page 532, lying North of a line parallel and/or concentric with and 15 feet normally distant northerly from centerline Montgomery District Tract #42 in S/2 SW/4 and SW/4 SE/4 Section 26, T. 18 S., R. 17 W, Lowndes County, Mississippi.

the following described

lands and property situated in the County of Pickens and State of Alabama to
wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Montgomery District, in the State of Alabama, County of Pickens, extending on, over and across S/2 SE/4 SECTION 26; E/2 NE/4 SECTION 35; and NW/4, E/2 SW/4 and W/2 SE/4 SECTION 36; T. 18 S., R. 17 W; HUNTSVILLE MERIDIAN; NE/4 SECTION 1; T. 19 S. R. 17 W; N/2 and E/2 SE/4 SECTION 6;; W/2 SW/4 SECTION 5; NW/4, SW/4 NE/4 and SE/4 SECTION 8; SW/4 SW/4 SECTION 9; NE/4 NE/4 SECTION 17; N/2 NW/4, W/2 NE/4 and SE/4 SECTION 16; NE/4 NE/4 SECTION 21; W/2 NW/4, SW/4 and SW/4 SE/4 SECTION 22; N/2 NE/4 SECTION 27; N/2 NW/4 SECTION 26; SE/4 SW/4 and SE/4 SECTION 23; N/2 SW/4 and SE/4 SECTION 24; and E/2 NE/4 SECTION 25; T. 19 S., R. 16 W; N/2 SECTION 30; NW/4 SECTION 29; SE/4 SW/4, SW/4 and E/2 NE/4 SECTION 20; NW/4 SECTION 21; SE/4 SW/4 and S/2 SE/4 SECTION 16; S/2 SW/4 and SE/4 SECTION 15; SW/4 SECTION 14; NE/4 NW/4, NE/4 and NE/4 SE/4 SECTION 23; and N/2 S/2 and S/2 NE/4 SECTION 24; T. 19 S., R. 15 W; S/2 NW/4, N/2 SW/4 and SE/4 SECTION 19; S/2 SW/4 SECTION 20; NE/4 NW/4 and NE/4 SECTION 29; NW/4, SW/4 NE/4 and N/2 SE/4 SECTION 28; N/2 SW/4 and SE/4 SECTION 27; NE/4 NE/4 SECTION 34; NW/4, NE/4 SW/4 and SE/4 SECTION 35; and S/2 SW/4 SECTION 36; T. 19 S. R. 14 W; NE/4 NW/4 and NE/4 SECTION 1; T. 20 S. R. 14 W; AND, SE/4 NW/4 and S/2 SECTION 6; NE/4 NE/4 SECTION 7; NW/4, SW/4 NE/4 and SW/4 SECTION 8; SW/4 SW/4 and S/2 SE/4 SECTION 9; N/2 N/2 SECTION 16; NW/4, NE/4 SW/4 and SE/4 SECTION 15; E/2 NE/4 SECTION 22; SW/4 NW/4, SW/4 and SW/4 SE/4 SECTION 23; E/2 SECTION 26; and S/2 S/2 SECTION 25; T. 20 S. R. 13 W, PICKENS COUNTY, ALABAMA, SAID PROPERTY INCLUDING: Spur track right-of-way at Mile Post MR-36.3 in W/2 NW/4 Section 21 and E/2 NE/4 Section 2, T. 19 S., R. 15 W, Pickens County, Alabama; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All that portion of the Southwest 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama, lying East of the East line of that 75 foot wide parcel conveyed by Grantor to J.F. Rainer & Son, Inc. 11-28-1977. SECOND - All of the Northeast 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama. THIRD - All of a 75 foot wide by 232 foot long parcel lying northerly of and adjacent to the North line of Grantor's original 200 foot wide right-of-way in the NE/4 NW/4 Section 16, T. 19 S., R. 16 W, Pickens County, Alabama, being all of that tract of land acquired by the former Mobile and Ohio Railroad Company from J. Hancock, et ux, 1-29-1898, document recorded Book "G"/page 434. FOURTH - All of the North 100 feet of Grantor's original 200 foot wide right-of-way situated in the S/2 NE/4 Section 30, T. 19 S., R. 15 W, Pickens County, Alabama. FIFTH - All that portion of the South 50 feet of Grantor's original 200 foot wide right-of-way situated in the NE/4 NW/4 Section 16, T. 20 S., R. 13 W, Pickens County, Alabama, lying East of the East line of that 75 foot wide tract of land conveyed by Grantor to Hickman's Hatchery, Inc. 9-29-1978. SIXTH - All of the North 50 feet of Grantor's original 200 foot wide right-of-way situated in the SW/4 SW/4 Section 9 and in the N/2 NW/4 Section 16, T. 20 S., R. 13 W, Pickens County, Alabama.

the following described

lands and property situated in the County of Tuscaloosa and State of Alabama to wit:

A strip of land of varying widths, hereto operated by the Illinois Central Gulf Railroad Company as a rail line, including all improvements, appurtenances and rights thereunto belonging and owned by the Illinois Central Gulf Railroad Company lying within the limits of the Illinois Central Gulf Railroad Company's Montgomery District, in the State of Alabama, County of Tuscaloosa, extending on, over and across S/2 S/2 SECTION 30; S/2 SW/4 SECTION 29; NW/4, SW/4 SE/4 and SE/4 SECTION 32; and, SW/4 SW/4 SECTION 33; T. 20 S., R. 12 W.; NW/4 and S/2 NW/4 SECTION 4; S/2 N/2 SECTION 3; S/2 N/2 and N/2 S/2 SECTION 2; and NW/4 and NW/4 NE/4 SECTION 1; T. 21 S., R. 12 W.; SE/4 SECTION 36; T. 20 S. R. 12 W.; SW/4 and S/2 SE/4 SECTION 31; and S/2 SW/4 SECTION 32; T. 20 S. R. 11 W.; NE/4 NW/4 and NE/4 SECTION 5; SW/4 NW/4, SW/4 and SW/4 SE/4 SECTION 4; N/2 NE/4 SECTION 9; NW/4 and S/2 NE/4 SECTION 10; SW/4 NW/4, N/2 SW/4 and SE/4 SECTION 11; S/2 S/2 SECTION 12; and, N/2 NE/4 SECTION 13; T. 21 S. R. 11 W.; S/2 S/2 SECTION 7; N/2 N/2 SECTION 18; S/2 S/2 SECTION 8; N/2 N/2 SECTION 17; NW/4, S/2 NE/4 and SE/4 SECTION 16; SW/4 SW/4 SECTION 15; W/2 NW/4, SW/4 and SW/4 SE/4 SECTION 22; S/2 NE/4, SE/4 NW/4 and SW/4 SECTION 21; S/2 SE/4 and SE/4 SW/4 SECTION 20; NE/4 SECTION 29; NE/4 NW/4, W/2 NE/4 and SE/4 SECTION 27; W/2 W/2 SECTION 26; E/2 E/2 SECTION 34; and, W/2 W/2 SECTION 35; T. 21 S., R. 10 W.; NW/4, SW/4 NE/4 and SE/4 SECTION 2; SW/4 SECTION 1; and NE/4 NW/4, W/2 NE/4 and SE/4 SECTION 12; T. 22 S. R. 10 W.; and, that portion of SW/4 SW/4 SECTION 7; T. 22 S. R. 9 W of line perpendicular to aforesaid Montgomery District main track centerline at Mile Post MR-79.5 (Valuation Station 4196+53), Southwest of Tuscaloosa, TUSCALOOSA COUNTY, ALABAMA; SAID PROPERTY INCLUDING: "Goodrich Plant Spur" and "Steel Yard Spur" right-of-way and "Warrior Branch" wye property at Tuscaloosa, Tuscaloosa County, Alabama; LESS AND EXCEPT FROM THE ABOVE DESCRIBED RIGHT-OF-WAY AND PROPERTY: FIRST - All of the Northeast 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 and SE/4 NW/4 Section 4, T. 21 S., R. 12 W, Tuscaloosa County, Alabama. SECOND - All of the Southwest 50 feet of Grantor's original 200 foot wide right-of-way situated in the N/2 NW/4 and SE/4 NW/4 Section 4, T. 21 S., R. 12 W, Tuscaloosa County, Alabama. THIRD - All of the North 74 feet of Grantor's original 248 foot wide right-of-way situated in the W/2 SW/4 Section 31, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. FOURTH - All of the South 74 feet of Grantor's original 248 foot wide right-of-way situated in the W/2 SW/4 Section 31, T. 20 S. R. 11 W, Tuscaloosa County, Alabama. FIFTH - All of the North 100 feet of Grantor's original 300 foot wide right-of-way situated in the SE/4 SE/4 Section 31, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. SIXTH - All of the South 100 feet of Grantor's original 300 foot wide right-of-way situated in the SE/4 SE/4 Section 31, T. 20 S., R. 11 W, Tuscaloosa County, Alabama. SEVENTH - All of a 0.066 acre triangular shaped tract of land acquired by the former Mobile and Ohio Railroad Company from the Hanover Construction Company 8-23-1897, document recorded Book 46/page 121, situated in the Southwest corner SW/4 SW/4 Section 15, T. 21 S., R. 10 W, Tuscaloosa County, Alabama. EIGHTH - All of that 1.322 acre tract of land acquired by said former Railroad Company from the Hanover Construction Company 8-23-1897, document recorded Book 46/page 121, situated in the Northwest corner NW/4 NW/4 Section 22, T. 21 S. R. 10 W., Tuscaloosa County, Alabama.

AND, NINTH - All that portion of Lot 49, being a rectangular shaped parcel fronting 132 feet on the East line of 29th Avenue and 165 feet on the North line of 4th Street in the SW/4 NW/4 Section 22, T. 21 S., R. 10 W, Tuscaloosa County, Alabama, that lies East of a line parallel and/or concentric with and 50 feet normally distant easterly from centerline of Grantor's Montgomery District main track.

LEASED REAL PROPERTY

All of the track and railroad right-of-way owned by BrookHo Company, Inc., in Tuscaloosa County, Alabama, being approximately 19 miles long and running between approximately Milepost L.K. 429.20 and Milepost T.M. 447.79, said right-of-way beginning in the SE 1/4 of the NE 1/4, Section 30, Township 20 South, Range 7 West, and extending southwesterly and then northeasterly through:

Section 31, Township 20 South, Range 7 West
Section 36, Township 20 South, Range 8 West
Section 35, Township 20 South, Range 8 West
Section 34, Township 20 South, Range 8 West
Section 33, Township 20 South, Range 8 West
Section 4, Township 21 South, Range 8 West
Section 33, Township 20 South, Range 8 West
Section 32, Township 20 South, Range 8 West
Section 5, Township 21 South, Range 8 West
Section 6, Township 21 South, Range 8 West
Section 7, Township 21 South, Range 8 West
Section 12, Township 21 South, Range 9 West
Section 13, Township 21 South, Range 9 West
Section 14, Township 21 South, Range 9 West
Section 11, Township 21 South, Range 9 West
Section 10, Township 21 South, Range 9 West
Section 9, Township 21 South, Range 9 West
Section 16, Township 21 South, Range 9 West
Section 17, Township 21 South, Range 9 West
Section 18, Township 21 South, Range 9 West
Section 13, Township 21 South, Range 10 West
Section 24, Township 21 South, Range 10 West
Section 18, Township 21 South, Range 9 West
Section 7, Township 21 South, Range 9 West
Section 8, Township 21 South, Range 9 West

and ending in the NW 1/4 of the SE 1/4 of Section 5, Township 21 South, Range 9 West.

Schedule IV

ROLLING STOCK

Owned by SouthRail Corporation

<u>Description</u>	<u>Unit Designation</u>
Open Top Hoppers (10)	GMSR 100715-100724
Caboose (2)	GMSR 1-2
Maint of Way Work Car	GMSR 3

<u>Locomotives</u>	<u>Unit Designation</u>
1051	GP 10
1053-1057 (5)	GP 10
1059-1066 (8)	GP 10
1068	GP 10
1070	GP 10
1775	GP 9
8051	GP 10
8100	GP 10
8167	GP 10
8215	GP 10
8222-8226 (5)	GP 10
8228	GP 10
8230	GP 10
8236	GP 10
8248	GP 10
8266	GP 10

Leased by SouthRail Corporation

<u>DESCRIPTION</u>	<u>Number</u>	<u>LESSOR</u>	<u>UNIT DESIGNATION</u>
60' box cars	80	Itel/Pullman	GMSR 40401-405
XM boxes	32	Itel/Pullman	GMSR 49501-4956
Gondolas	30	Trans. Corp. of America	GMSR 64209-642
Open Top Hoppers	100	Itel/Pullman	GMSR 63018-6858
Open Top Hoppers	10	LEFC Leasing	GMSR 1305-139
Chip Hoppers	207	Southern Leasing	GMSR 4804-5688
			GMSR 500011-50296
Flats	25	CIT Leasing	GMSR 945007-94508
			GMSR 995021-99509
Insulated Boxes	20	Itel/Pullman	GMSR 20000-20095
Open Top Hoppers	60	Itel/Pullman	GMSR 167
			GMSR 5998-7677
			GMSR 20020, 30, 59, 79
			GMSR 20080
Chip Hoppers	60	IC Railroad	GMSR 82441-82795
Woodracks	62	IC Railroad	GMSR 63321-63677
Woodracks	50	Itel/Pullman	GMSR 800-838
			GMSR 197601-197629
	<hr/> 736		

<u>LOCOMOTIVES</u>	<u>LESSOR</u>	<u>DESIGNATION</u>
1052	MSRC	GP 10
1058	MSRC	GP 10
1067	MSRC	GP 10
1069	MSRC	GP 10
8025	MSRC	GP 10
7001-7015(15)	MSRC	GP 7

LIST OF LOCALITIES

MISSISSIPPI

Alcorn County
Chickasaw County (First Judicial District
Choctaw County
Clarke County
Clay County
Greene County
Jasper County (Second Judicial District)
Jones County (First and Second Judicial Districts)
Kemper County
Lauderdale County
Leake County
Lee County
Lowndes County
Monroe County
Neshoba County
Newton County
Noxubee County
Oktibbeha County
Pontotoc County
Prentiss County
Scott County
Tippah County
Union County
Wayne County
Winston County

ALABAMA

Washington County
Pickens County
Mobile County
Tuscaloosa County

TENNESSEE

Hardeman County

16695

FILE: SRROLSTK
 ISK: GAJE0391

SOUTHRAIL CORP.
 FREIGHT CARS
 LEASED - AS OF 02-11-91

25-Mar-91
 08:58 PM

OF CARS	DESCRIPTION	LESSOR	MARKS	SERIES
20	50' BOXCARS	ITEL	GMSR	20000-20095
31	50' BOXCARS	ITEL	GMSR	49501-49569
150	50' BOXCARS	ITEL	HS	14000-14149
120	50' BOXCARS	BRAE	ADN	5601-9698
79	60' BOXCARS	ITEL	GMSR	40401-40540
64	WOODRACKS	IC	GMSR	3779-63677
50	GONDOLAS	US RAILCAR	SR	19029-19905
45	GONDOLAS	HELM	SR	15000-15148
10	GONDOLAS	LEFC	GMSR	1305-1393
100	OPEN TOP COAL HOPPERS	ITEL	GMSR	63018-68582
58	OPEN TOP COAL HOPPERS	LITE	ATSF	78420-80799
60	OPEN TOP COAL HOPPERS	ATSF	ATSF	80023-80780
12	COVERED HOPPERS	ITEL	PLWX/TLCX	VARIOUS
10	COVERED HOPPERS	ITEL	PLCX	VARIOUS
60	COVERED HOPPERS	ITEL	GMSR	167-20080
50	COVERED HOPPERS	ITEL	SR	20100 SERIES
58	CHIP HOPPERS	IC	GMSR	82551-82795
40	CHIP HOPPERS	WEYERHAEUSER	MSV	1400-1439
146	CHIP HOPPERS	KCS	GMSR	4800-502999
8	TANK CARS	ITEL	TLDX	92301
	"	"	PLCX	224835
191	TOTAL SR CARS LEASED			

SOUTHRAIL CORP.
 FREIGHT CARS
 OWNED - AS OF 02-11-91

OF CARS	DESCRIPTION	OWNER	MARKS	SERIES
25	BULKHEAD FLATS	SR	GMSR	945000-99500
25	TOTAL SR CARS OWNED			

0489U

Schedule IV

Patents, Trademarks, Copyrights

None

Schedule v

LIST OF LOCALITIES

MISSISSIPPI

Alcorn County
Chickasaw County (First Judicial District
Choctaw County
Clarke County
Clay County
Greene County
Jasper County (Second Judicial District)
Jones County (First and Second Judicial Districts)
Kemper County
Lauderdale County
Leake County
Lee County
Lowndes County
Monroe County
Neshoba County
Newton County
Noxubee County
Oktibbeha County
Pontotoc County
Prentiss County
Scott County
Tippah County
Union County
Wayne County
Winston County

ALABAMA

Washington County
Pickens County
Mobile County
Tuscaloosa County

TENNESSEE

Hardeman County